



## **REQUEST FOR PROPOSAL**

### **CHANGING THE WAY WE CARE**

Issued on: May 18, 2021  
RFP Number: US2102 II-CTWWC Year 3  
For: Review One Award for Services  
Proposal Deadline: June 2, 2021

#### **1. Background**

Catholic Relief Services – United States Conference of Catholic Bishops (CRS) was founded in 1943 to serve World War II survivors in Europe. Since then, CRS has expanded in size to reach more than 130 million people in more than 100 countries on five continents.

For over 75 years, our mission has been to assist impoverished and disadvantaged people overseas, working in the spirit of Catholic social teaching to promote the sacredness of human life and the dignity of the human person. Although our mission is rooted in the Catholic faith, our operations serve people based solely on need, regardless of their race, religion or ethnicity. Within the United States, CRS engages Catholics to live their faith in solidarity with the poor and suffering people of the world.

#### **2. Clarifications**

Questions must be submitted via e-mail to [regina.hill@crs.org](mailto:regina.hill@crs.org) with CC to [FY20RFPMail@crs.org](mailto:FY20RFPMail@crs.org), no later than close of business May 21, 2021. The solicitation number indicated above must be included in the subject line. Responses will be provided to all known bidders. CRS is under no obligation to respond to questions that are not received prior to the deadline.

#### **3. Proposal Deadline**

All proposals must be received by CRS no later than [11:59 PM for electronic submission] June 2, 2021. The solicitation number indicated above must be included in the email subject line.

#### **4. Modification**

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

#### **5. Resulting Award**

- a. As a result of this solicitation, CRS anticipates entering into a 1-year agreement with the selected vendor starting June 2021.

b. Any resulting contract(s) will be subject to the terms and conditions contained in Annex 3.

## 6. Payment Terms

Winning bidders will be expected to invoice CRS within 30 days of assignment completion. Payment is due Net 30 from the day on which CRS receives an invoice.

## 7. Proposal Guidelines, Requirements, and Instructions

Bidders will be required to submit two proposals, electronically, the technical proposal and a cost proposal. All proposals must be signed and valid for a minimum of sixty (60) days.

Your proposal should provide basic information about your Company/Individual and relevant service offerings.

### Proposal Timeline

RFP Launch	May 18, 2021
Bidder Questions to CRS	May 21, 2021
Q & A Document to Known Bidders	May 25, 2021
Complete Proposal Due to CRS	June 2, 2021
RFP Award	To Be Determined

## 8. Evaluation Criteria

In evaluating the proposals, CRS will seek the **best value for money** rather than the lowest priced proposal. CRS will use a two-stage selection procedure:

- a. The first stage will evaluate the Technical Proposal. CRS will review the proposals and may ask follow-up questions should refinements be necessary. CRS may schedule conferences with RFP finalists who in the judgment of CRS have submitted competitive proposals.
- b. The second stage will be the evaluation of Cost Proposals of those proposals that pass the Technical Proposal evaluation.

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

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

## 9. Terms

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

CRS will not reimburse any expenses related to the preparation of any proposal related materials or delivery.

### Agreement

Any resulting agreement will be subject to the terms and conditions contained in **Annex 3**.



## CTWWC Year 3 Review

### Background of Changing the Way We Care

*Changing The Way We Care*<sup>SM</sup> (CTWWC) is an initiative designed to promote safe, nurturing family care for children: those reunifying from institutions or those risk of child-family separation. This includes strengthening families and reforming national systems of care for children, including family reunification and reintegration, development of alternative family-based care (in keeping with the United Nations Guidelines for the Alternative Care of Children). CTWWC is a consortium of Catholic Relief Services and Maestral International, and key partners like Better Care Network and others, joined, through a Global Development Alliance, by three donors (McArthur Foundation, USAID and GHR Foundation). CTWWC is operating in a context of growing interest in care reform, and as a result of a growing global understanding that institutional care of children is a significant problem that will be best addressed through collaboration between national, regional and global stakeholders to develop alternative care systems supportive of family care. Grounded in the work of demonstration countries (currently Guatemala, Kenya and Moldova), as well as regional and global engagement, CTWWC intends to help advance government and non-government care systems, civil society initiatives, and public attitudes and behaviors focus on keeping children in safe and nurturing families.

A key part of the CTWWC theory of change is the flow of learning from the demonstration work out to the wider country, region and internationally. CTWWC is committed to building evidence in key areas related to care reform, including around systems strengthening at the national and subnational level and outcomes for children and families, which is currently lacking in relation to family-based care and prevention of separation, especially in low resource settings. In addition, understanding sector collaboration and the support of regional and global actors, is essential in achieving a shift of resources to prioritize family-based care and family strengthening efforts.

CTWWC is now in its third year of operations (FY21) and is therefore undertaking a Year 3 review which presents an opportunity for more in-depth data collection, analysis and reflection.

### Purpose of Year 3 Review

The aim of the Year 3 review is to:

- Build evidence on outcomes that are experienced and observed as a result of CTWWC's activities – in relation to children and families' experiences of care and support, care system strengthening and advocacy and influencing

- Feed results into the CTWWC design-build process, allowing the CTWWC team to review the initiative's Theory of Change and to plan ahead for future implementation and fundraising.

This focus makes the review an 'outcome evaluation', rather than a 'process evaluation'.<sup>1</sup> This is important to contribute to CTWWC's aim to build evidence to the care reform sector. However, by exploring outcomes the intention is to also learn about the quality and relevance of the interventions. The review will be used for formative purposes – to inform CTWWC's design-build process and put evidence in the hands of key care reform stakeholders. Whilst this is unusual<sup>2</sup> it is in keeping with how CTWWC has been conceived as an initiative with a longer-term vision, rather than as a traditional project. CTWWC teams and senior management undertake regular reflection activities to inform adjustments to strategies and plans. This happens informally on an ongoing basis and in a more structured fashion at two key points in the operating year – the mid-point of the financial year (April) to inform the remainder of the year and planning for the following year, and at the opening of a new financial year (October) to review and adjust the plan for the year ahead. This Year 3 Review is designed to feed into this process at the opening of financial year 2022. This will be both with the implementing teams in the demonstration countries and for influence, learning and engagement (operating regionally and globally) as well as with the senior management team and governing board.

#### Format and scope of the review

It is important to CTWWC that the Year 3 review is as participatory as possible, especially around the inclusion of people with lived experiences of care and those living with disabilities. Children, caregivers and care providers should be included not only as informants, but also in the design of the review itself and the tools to be used and in the process of interpreting results and drawing conclusions and recommendations.

The review should combine primary data collection as well as building on the monitoring results (as planned for in CTWWC's PMP). CTWWC has invested in the design and implementation of several key assessments to provide key information for care reform stakeholders to use. Interviews with these stakeholders should be planned to understand better the assessments methodologies, results and use.

Although CTWWC is implementing demonstration work in several countries, the focus of the Year 3 review in regard to demonstration work will be on Kenya and Guatemala where implementation is in the third year. Other countries have begun implementation more recently and will be reviewed in their third year of implementation in a similar manner. The broader influence, learning and engagement work at regional and global levels will be included in the review.

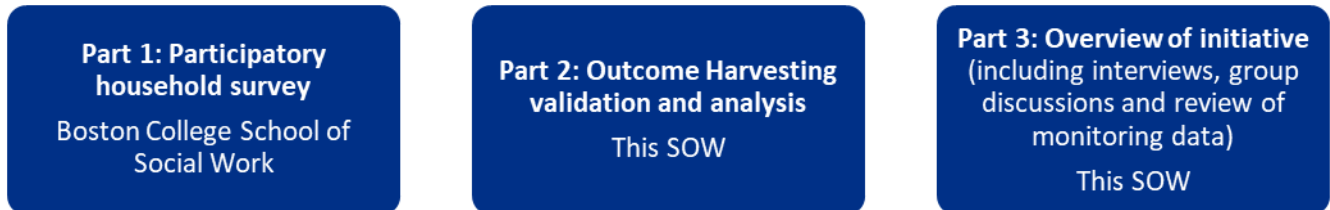
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<sup>1</sup> Process evaluation — which examines the nature and quality of implementation of an intervention, versus an outcome and impact evaluation — which examines the results of an intervention (from Better Evaluation, [What is an evaluation?](#))

<sup>2</sup> See discussion of [Impact Evaluation](#) on Better Evaluation

## Components of the review

The Year 3 review (and other subsequent evaluations) will combine several approaches, including using internal monitoring data, to look at the different elements within the initiative. The Year 3 review will include three major components:



The first part will be undertaken through an existing contract with a Boston College School of Social Work professor and his team. The key findings from the household survey should be included in the Year 3 review report and inform the overall conclusions and recommendations of the review. It is expected that there will be close collaboration with the Household Survey team. Further details of the household survey with is related to strategic objective 2 (see annex 1) will be provided.

## Outcome Harvesting Substantiation

The second part will use information gathered through CTWWC’s use of Outcome Harvesting as part of ongoing monitoring, looking at changes in behavior of “social actors”<sup>3</sup> and whether/how CTWWC’s advocacy and influencing work at national, regional and global levels (covering both work under strategic objective 1 and 3, see annex 1) relate to it? The review provides an opportunity for independent substantiation and deeper analysis (see Outcome Harvesting process in Annex 2).

### Key research questions

1. What are the demonstrated behaviors that have changed among the social actors CTWWC is working with and/or aims to influence?
2. How has CTWWC contributed to these outcomes? Who else has contributed?
3. How do the observed changes demonstrate CTWWC’s success in reaching its objectives?
4. How might CTWWC shift our theory of change, strategy, and/or activities based on the observed outcomes?

## Overview of initiative

The third part provides an opportunity to look across the CTWWC initiative at the local provision of care and support, national system development and sector collaboration and policy, practice and funding shifts as a result of CTWWC’s work. Data will be gathered through interviews and group discussions with key stakeholders (e.g. residential care providers, community leaders, religious leaders, local and national government, regional actors, key sector players etc.). This will allow for a deeper investigation into reported outcomes from part 1 and 2. Additional data should be brought in

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<sup>3</sup> A social actor is an individual, group/community, organization or institution who has shown a change in behavior that is relevant to CTWWC’s theory of change

from the care system assessments, funding flow analyses, situational analyses, opinion studies and KAP surveys which have been undertaken as part of ongoing monitoring.

### Key research questions

- How has the support for and provision of care and family-strengthening changed over the last 3 years? (within demonstration countries - locally and nationally - and at regional and global levels)
- How have the national contexts and impact of COVID-19 affected care reform efforts?
- How are government and civil society in demonstration countries planning and acting to scale up care reform efforts in their country?
- How are sector coordination/collaboration, financial commitments, policy commitments, other public commitments (e.g. declarations) nationally, regionally and globally changing? What has been CTWWC's contribution?
- Who are the key actors contributing to these changes? What has been CTWWC's contribution?
- What key lessons have been learned about care and family strengthening that have significantly impacted (positive and negative) the reform process?
- Considering CTWWC's theory of change and current thinking on scaling of care reform, what should CTWWC consider in future implementation plans, strategies and approaches?

We are also interested in understanding the "value for money," or "cost effectiveness" of CTWWC's contributions and are looking for suggestions on a suitable approach that could fit within the Year 3 Review.

### Terms of Reference

#### Activities

The main activities for this SOW will include:

- Planning and preparation for review through meetings with CTWWC staff and partners and desk review of key documents
- Outcome Harvesting
  - Review of data gathered through Outcome Harvesting, Year 2 analysis and interpretation
  - Development of substantiation plan and tools in collaboration with Outcome Harvesting experts (contracted to CTWWC)
  - Substantiation of outcome data through interviews with stakeholders
  - Analysis of outcome data
  - Workshops with CTWWC teams
- Overview
  - Development of plan to evaluate overall initiative, building on Outcome Harvesting results, household survey results and monitoring data
  - Review of monitoring data and assessment reports

- Review of household survey findings
- Development of interview methodology and tools
- Interviews and discussions with stakeholders
- Analysis of interview and discussions
- Workshops with CTWWC teams
- Report drafting and presentation of key findings

Travel to Kenya and Guatemala (one trip to each) was anticipated for workshops and interviews. However, this is currently looking unlikely given the COVID-19 restrictions on travel and meetings. This will be reviewed closer to the time of in-country activities. Plans should be made initially for all activities to be undertaken virtually.

#### Deliverables

- Review protocols (methodology, tools, workplan etc.)
- Interview and discussion plans (selected participants and timelines)
- Workshop plans (selected participants and agendas)
- Draft report
- Presentation of findings
- Final report

#### Tentative Timeline

Key Area	Activities and deliverables	Day allowance	Suggested timeline
Planning and preparation	Desk review Initial meetings Development of review plan Full review protocol (methodology protocol, tools, workplan etc.)	6 days	June 2021
Undertake data collection	Outcome Harvesting substantiation interviews Additional interviews and discussions, as planned Value for Money approach (TBD) Review of findings from household survey and other monitoring data	14 days	June - July 2021
Data analysis	Preliminary analysis Workshop planning Workshops (in country if possible) Full analysis	14 days	August 2021
Report writing	Draft report Presentation of findings Final report	6 days	Draft report due 15 <sup>th</sup> September Final report due 15 <sup>th</sup> October
Total Estimated Time			40 days

## Required qualifications

The firm, company, consultant/team lead must demonstrate the following abilities:

- Master's Degree required in public health, sociology or, a related field (Law or PhD. preferred)
- A proven record of leading evaluations and undertaking data collection through semi-structured qualitative interviews and participatory workshops
- Experience with child protection, and care reform
- Concrete record demonstrating bidder's following of research ethics procedures, including informed consent and maintaining confidentiality
- Experience of evaluating advocacy initiatives preferred
- Experience of using value for money approaches preferred
- Strong English language skills (written and oral), Spanish language skills preferred

## Submission requirements and process

Applicant(s) must submit the following documents:

- **Expression of Interest and Cover Page with signature:**
  - Name of the company or organization
  - Company address, telephone
  - Company website
  - Point of contact email for follow up on the proposal
  - Type of legal entity; jurisdiction of legal entity
- **Capability statement:** Description of previous experience conducting evaluations including of complex or advocacy initiatives, CVs of the personnel who will take part in the consultancy, and, if a team or firm is applying, structure for the assignment role each team member will play. No more than five (5) pages.
- **Technical Proposal:** The consultant's understanding and interpretation of the Terms of Reference (TOR), description of how deliverables and milestones will be achieved. The technical proposal should not exceed six (6) pages.
- **Financial proposal:** The Financial proposal should be a separate document from the technical proposal. Itemized budget proposal with a clear breakdown of the consultancy fees and operational costs as per delivery table sections.
- **References:** Names, email addresses, and telephone numbers of three organizations that you have conducted similar assignment for within the last three years, that will act as professional references.



- **Relationship disclosure:** Describe any current or past relationships your organization may have with CRS, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how this risk will be mitigated.

Describe any personal or familial relationships any employee of the Contractor has with any employee of CRS. If there is a relationship, please explain how any conflict of interest risk will be mitigated. Disclosure does not automatically disqualify offerer.

All team members will be required to provide to CRS a signed statement attesting no conflict of interest or describing an existing conflict of interest relative to the project or activity being evaluated (i.e. a conflict of interest form).



## Annex 1: CTWWC Results Framework

**Goal: Children thrive in safe, nurturing families**

**SO 1: Governments in demonstration countries advocate for family-based care and the transition/ closure orphanages, and lead, organize, manage and fund related policies and programs in alignment with United Nations-endorsed Guidelines on the Alternative Care for Children**

IR 1.1: Policy, legislation and regulations adopted to support family-based care and the transition/closure of orphanages

IR 1.2: Social service workforce strengthened to effectively support family-based care and the transition/closure of orphanages

IR 1.3: Governments implement strengthened case management, referral, child protection and other systems to support family-based care and the transition/closure of orphanages

IR 1.4: Governments and other donors redirect funding from orphanages to family, education, disability and other community support services

**SO 2: In demonstration areas (selected during SO1 activities), children/youth remain in or are reintegrated into safe and nurturing family care.**

IR 2.1: Communities actively support and provide family-based care and prevention of family separation

IR 2.2: Families are able to engage in appropriate child care practices

IR 2.3: Separated children/youth who are reintegrating or placed into family-based care or supported independent living are safe, cared for and have a sense of belonging

IR 2.4: Orphanages transition to providing community-based services (or closed if needed)

**SO 3: Globally, commitments are shifted in international development practices and resource redirection (financial, human material) towards promoting family care and reducing reliance on orphanages**

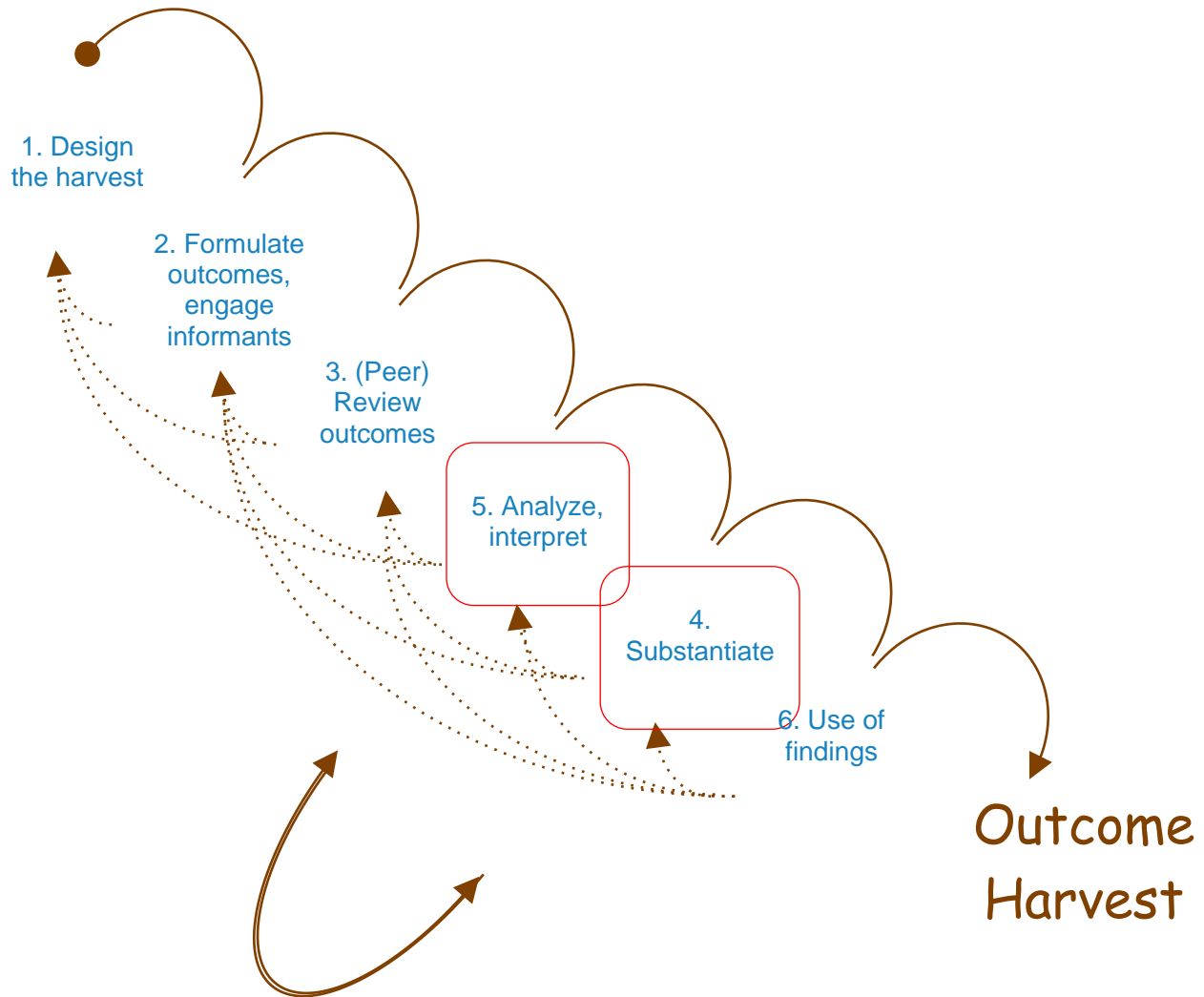
IR 3.1: Countries (outside the demonstration countries) prioritize care reform through national policy, funding and/or other strategic commitments

IR 3.2: Global care reform 'sector' including regional bodies, civil society, donors, faith, other actors better collaborates better collaborates and is informed by learning and evidence

IR 3.3: Faith-based organizations prioritize family-based care in organizational strategies and/or through other resource commitments (human, financial, material)

IR 3.4: Children, youth and those with lived-experience of institutions play an active role transforming care nationally, regionally and globally

## Annex 2: Outcome Harvesting Process



For more information on Outcome Harvesting please see:

- Wilson-Grau, R. (2015) *Outcome Harvesting*. BetterEvaluation. [betterevaluation.org/plan/approach/outcome-harvesting](http://betterevaluation.org/plan/approach/outcome-harvesting)
- Wilson Grau, R. Britt, H. (2012) *Outcome Harvesting*, MENA Office, Ford Foundation. Retrieved from [www.managingforimpact.org/sites/default/files/resource/outome\\_harvesting\\_brief\\_final\\_2012-05-2-1.pdf](http://www.managingforimpact.org/sites/default/files/resource/outome_harvesting_brief_final_2012-05-2-1.pdf)
- Intrac (2017) Outcome Harvesting [www.intrac.org/resources/outcome-harvesting/](http://www.intrac.org/resources/outcome-harvesting/)

### ANNEX 3: CRS' CODE OF CONDUCT FOR SUPPLIERS

**CRS' code of conduct:** The Supplier or Service Provider agrees to adhere to the requirements laid out in the Supplier and Service Provider Code of Conduct.

[https://www.crs.org/sites/default/files/supplier\\_code\\_of\\_conduct.pdf](https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf)

**CATHOLIC RELIEF SERVICES - USCCB  
CONSULTING AGREEMENT**

This CONSULTING AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_, 21 \_\_\_\_\_, between **CRS - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS (“CRS”)** and \_\_\_\_\_ (“Consultant”). In consideration of the mutual covenants and promises set forth below, CRS and Consultant agree as follows:

**Article I  
DUTIES AND TERMS**

1. Scope of Services. CRS hereby engages Consultant to perform consulting services, as set forth in the attached Scope of Work (the “Services”), on the terms and conditions described in this Agreement. Consultant hereby accepts the engagement as a consultant to CRS and agrees to provide the consulting services set forth in the Scope of Work on the terms and conditions described in this Agreement.
2. Independent Contractor. Consultant shall provide services under this Agreement as an independent contractor, and not as an employee or agent of CRS or any subsidiary or affiliate of CRS (collectively, a “CRS Entity”). Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Consultant and any CRS Entity.
3. Term of the Agreement. The term of this Agreement (the “Consulting Period”) shall be determined by the Start and End dates indicated in the Project Information section of the Consultant Requisition, which is attached hereto and incorporated to this Agreement by reference. The Agreement may be terminated before the end of the Consulting Period only in the circumstances described in Article IV. In the event that CRS and the Consultant wish to extend this agreement beyond the expiration date, the parties will mutually agree in writing to the extension prior to the End date. Absent such written agreement, the Agreement will automatically expire on the End date.
4. Time and Attention. Consultant shall devote such time and attention to Consultant’s duties under this Agreement as may be necessary to discharge the duties properly, and Consultant shall exert Consultant’s best efforts in the performance of the duties. Consultant shall not be subject to a fixed work schedule, but shall be available, consistent with Consultant’s personal needs and other commitments, to provide the services set forth in the Scope of Work during the Consulting Period. Notwithstanding this section, with regard to any and all dates and time periods set forth or referred to in this Agreement, the attached Scope of Work and the attached Consultant Requisition, time is of the essence.
2. Business Activities. Consultant's services under this Agreement shall not cause

Consultant to be directly involved in the business operations of CRS. Consultant shall have no responsibility for the day-to-day management of any CRS Entity, nor shall Consultant supervise, or be supervised by, personnel of any CRS Entity. Consultant shall have no authority to execute any document or enter into any contract on behalf of a CRS Entity, or to bind a CRS Entity in any relationship with a third party.

3. Non-exclusive Agreement. CRS acknowledges and agrees that during the Consulting Period, Consultant is free to engage in other business activities or to provide consulting services to other parties without the approval or consent of any CRS Entity.

4. Reports and Data. All reports and data prepared by Consultant in connection with the services performed under this Agreement shall be the property of CRS and shall not be used by Consultant in connection with any other activity.

## **Article II COMPENSATION AND EXPENSES**

1. Compensation. As compensation for Consultant's services under this agreement, CRS shall pay Consultant in the amount, by the method, and in accordance with the payment period/frequency schedule stipulated on the Consultant Requisition, which is attached hereto and incorporated in this Agreement by reference. Consultant shall receive no other compensation for providing services under this Agreement. On an agreed upon basis, the Consultant shall submit to the CRS Contact Person an itemized invoice, preferably by email, for the Services, and/or any additional Services, based on the payment terms as set forth in the Consultant Requisition and any authorized expenses incurred. For any US bank used for payment, the Consultant can be paid by check or direct deposit and for banks outside of the US, the Consultant will be paid by wire transfer.

2. Equipment and Work Space. Consultant shall provide basic office equipment (including computer, fax machine, and/or copier) and work space at Consultant's expense as necessary to provide services under this Agreement. If it is necessary for Consultant to perform consulting services under this Agreement at CRS's place of business or using CRS's specialized equipment, CRS may provide temporary work space or may make available specialized equipment to Consultant to the extent CRS deems necessary.

Business Expense. Consultant may hire at Consultant's own expense, without prior approval of any CRS Entity, any assistants or other personnel necessary to enable Consultant to provide services under this Agreement. Consultant shall be responsible for any

such business expense incurred by Consultant in connection with the performance of services under this Agreement. CRS shall not reimburse Consultant for any such business expense.

4. Other Expenses. CRS shall reimburse Consultant for reasonable expenses incurred in connection with the performance of the Services solely to the extent identified on the Consultant Requisition. Invoices for such reimbursable expenses shall be submitted to the CRS Contact Person identified on the Consultant Requisition for approval, together with all supporting documentation reasonably required by CRS, and CRS shall pay such invoices within thirty (30) days following such approval. Consultant shall maintain books and records supporting all reimbursable expenses incurred in connection with performance of the Services for the duration of this Agreement, and for a period of four (4) years thereafter. CRS shall have access during Consultant's regular business hours to such books and records of Consultant as required to verify any and all reimbursable costs.

5. Travel Arrangements and Expenses. In order to contain costs and to benefit from economies available to humanitarian organizations, CRS will arrange for and provide to the Consultant the travel reasonably required to perform the Services under this Agreement. Upon CRS' prior written approval, the Consultant may arrange for actual, reasonable, out-of-pocket expenses for such travel reasonably required to perform the Services under this Agreement and submit such expenses to CRS for reimbursement in accordance with the payment structure described above in Article II (4). Consultant shall be bound by CRS requirements and policies, provided, in writing, by the CRS Contact Person to the Consultant.

6. Severance and Benefits. During the Consulting Period, Consultant shall not be eligible to participate in, or to earn any benefit under, any employee benefit plan, fringe benefit program, bonus or incentive program, or other compensation arrangement of a CRS Entity (including, but not limited to, any comprehensive medical insurance, workers' compensation, disability insurance, accidental death or dismemberment insurance, life insurance, or any defined benefit plan or defined contribution plan sponsored by any CRS Entity). The preceding sentence shall apply throughout the Consulting Period even if Consultant is later reclassified as a common law employee for part or all of the Consulting Period. Consultant shall have no right to, and agrees not to, make any claim against CRS under any workers' compensation or unemployment compensation statute. Nothing in this Agreement, nor any payments made to Consultant under this Agreement, shall be construed to reduce any severance payment or other benefit to which Consultant is or may become entitled as a result of Consultant's employment by a CRS Entity before or after the Consulting Period. To the extent that Consultant is entitled to receive benefits under any compensation arrangement of a CRS Entity upon Consultant's termination of service, Consultant acknowledges that the terms of the compensation arrangement and applicable law will determine whether the distribution of the benefit will be postponed while the Consultant provides services under this Agreement. For the avoidance of doubt, CRS will not pay for nor reimburse Consultant for medical insurance or medical evacuation insurance.

### **Article III COVENANTS**

1. Personal Contract. Subject to Article II, Section 3, Consultant acknowledges that CRS has contracted for Consultant's services in recognition of Consultant's knowledge and prior experience. Consultant agrees that this Agreement is personal in nature and Consultant shall not subcontract or assign any duties under this Agreement without CRS's prior written consent.

2. Confidential Information. Consultant acknowledges that during the Consulting Period, Consultant has been or will be entrusted with certain business, financial, technical, personnel, or other proprietary information and materials that are the property of CRS ("Confidential Information"). Consultant agrees that during and after the Consulting Period, Consultant will not directly or indirectly communicate, disclose, or use (except for the purposes of performing services under this Agreement) any Confidential Information. Consultant agrees that, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Confidential Information in Consultant's possession, and Consultant will not keep or retain copies of such Confidential Information in any form whatsoever.

3. Work Product. Consultant agrees that all work performed by Consultant during the Consulting Period for any CRS Entity is a "work for hire" as defined under United States copyright law, and that all such work and any intellectual property rights contained therein, including (but not limited to) data, creative works, trademarks, patents, proprietary processes, and copyrights, ("Work Product") is the property of CRS. All inventions and devices designed, created, developed, and/or built by Consultant, either alone or with others, in connection with providing the Services listed in the Scope of Work, shall be the property of CRS and Consultant shall execute such documents and assignments as may be necessary to vest the copyrights or patent rights therein in CRS. Consultant agrees that, upon request of CRS, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Work Product in Consultant's possession.

4. Consultant Warranties; Conflict of Interest. Consultant represents and warrants to CRS as follows: (a) Consultant has the expertise, experience and knowledge to perform and deliver the Services; (b) Consultant will use reasonable commercial efforts to perform and deliver the Services in a diligent and timely manner; (c) Consultant is not a party to any agreement which prohibits, and is not otherwise prohibited from, performing and delivering the Services; (d) any work product prepared by Consultant as a consequence of the Services will not misappropriate or infringe the intellectual property rights of third parties; (e) Consultant will perform and deliver the Services in accordance with the Scope of Work; (f) Consultant will comply with the U.S. Foreign Corrupt Practices Act (the "FCPA") and its prohibitions regarding payment to foreign officials; and (g) Consultant will perform and deliver the Services in accordance with all applicable laws, ordinances, requirements, directions, rules, statutes,



regulations or lawful orders of any governmental authority or agency, including but not limited to the provisions of the FCPA.

Consultant represents and warrants that at the time of entering this Agreement, Consultant is not engaged, by contract or otherwise, in consulting or providing any services in any manner or capacity to a direct or indirect competitor of CRS that has not been previously disclosed to CRS during the negotiation of Consultant's engagement by CRS and this Agreement. A direct or indirect competitor of CRS for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in international relief and development. Furthermore, Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct or indirect competitor of CRS during the duration of this Agreement unless express written authorization to do so is given by CRS. Consultant further acknowledges that even if such authorization is granted by CRS, the provisions of Article III, Section 2 (Confidential Information) are fully applicable.

5. Employment and Income Taxes. Consultant acknowledges and agrees that Consultant shall be solely responsible for the full amount of any federal, state, local, or foreign income, employment, or self-employment tax (including, but not limited to, any FICA, FUTA, SECA, and Medicare tax) associated with any payments Consultant earns or receives under this Agreement, and for any interest, penalty, or other addition that arises in connection with such tax. CRS shall not be responsible for withholding, depositing, or paying any amount of tax due to any government agency in connection with any payments Consultant earns or receives under this Agreement. CRS acknowledges and agrees that CRS shall not treat Consultant as an employee for federal, state, or local income or employment tax purposes with respect to the consulting services rendered under this Agreement unless CRS is directed in writing to do so by the relevant taxing authority.

6. Compliance with Applicable Laws. Consultant shall comply with all applicable laws and regulations in connection with Consultant's performance of this Agreement. Consultant shall indemnify and defend CRS from any and all suits, claims, or losses that CRS might suffer, pay, or incur as a result of Consultant's failure to comply with applicable laws or regulations.

7. Compliance with Policy on Safeguarding and Code of Conduct and Ethics. Consultant acknowledges, understands, and agrees to comply with (i) the CRS Policy on Safeguarding attached hereto as Appendix A and (ii) the substantive provisions of the CRS Code of Conduct and Ethics attached hereto as Appendix B.

#### **Article IV**

#### **PERFORMANCE AND TERMINATION**

1. Disputed Work. CRS may, upon notice to the Consultant, withhold payments for received work which is not performed in compliance with this Agreement and/or reasonably

question any item(s) reflected on the Consultant's invoice ("the Disputed Work"). Pending the settlement or resolution of the Disputed Work, the non-payment of these items shall not constitute a default of this Agreement. In accordance with the schedule stipulated on the Consultant Requisition, CRS shall pay all amounts due that are not in dispute. In the event CRS withholds any payments from the Consultant due to the Disputed Work, CRS shall concurrently provide the Consultant with a detailed written notice setting forth the reason(s) for such non-acceptance, and the Consultant shall have a reasonable opportunity to correct such work. Upon such correction, the withheld amounts will be promptly paid.

2. Termination by Consultant. Consultant may terminate this Agreement if CRS fails to pay the Consultant in accordance with the terms of this Agreement.

3. Termination by CRS. 1. CRS may terminate this Agreement in whole or in part without penalty: (a) if the Consultant fails to comply with or breaches any of the material terms or conditions of this Agreement; (b) if the Consultant is unable or fails to carry out its obligations under this Agreement in a satisfactory or timely manner; (c) immediately, if the Consultant fails to comply with the CRS Policy on Safeguarding or the CRS Code of Conduct and Ethics; or (d) at its convenience and without fault of the Consultant upon fifteen (15) calendar days' written notice.

4. CRS may terminate this Agreement pursuant to (3)(a) or (3)(b) of this section upon fifteen (15) calendar days' written notice to the Consultant. This notice shall (i) describe the breach and (ii) state CRS's intention to terminate this Agreement.

## **Article V FORCE MAJEURE**

1. Neither Party shall be liable for its failure to perform under this Agreement (a) to the extent the non-performance is caused by events or conditions beyond that Party's control, and (b) provided that Party gives prompt notice to the other Party and makes all reasonable efforts to perform.

## **Article VI INDEMNIFICATION AND LIMITATION OF LIABILITY**

1. Consultant shall and does hereby indemnify, defend and hold harmless CRS, its affiliated entities, successors and assignees and their respective officers, directors, managers and employees from and against any and all claims for damages for personal injury or property damage, or any other claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CRS may incur or suffer and that result from Consultant's performance of Services,

or are related to any breach or failure of Consultant to perform any of the representations, warranties and agreements contained in this Agreement.

## **Article VII NOTICES**

1. All other general correspondence required or permitted under this Agreement shall be in writing and shall be deemed validly given when delivered by a method reasonably calculated to effect delivery under the circumstances, preferably by email. Whether that be by hand, by recognized professional courier service, by recognized overnight express delivery service, by First Class mail, certified, return receipt requested, or by email, written confirmation requested, addressed as follows:

**If to Consultant:** To the Consultant's electronic or physical mailing address or addresses as indicated on the Consultant Requisition.

**If to CRS:** To the electronic address of the CRS Contact Person as indicated on the Consultant Requisition and to [GSCMconsultancies@crs.org](mailto:GSCMconsultancies@crs.org)

Either party may change the email address to which notices are to be sent by giving written email notice of such change of address to the other. Any termination notice must be communicated by email.

## **Article VIII ENTIRE AGREEMENT**

1. This agreement embodies the entire understanding between the parties with respect to the subject matter of the Agreement. No change, alteration, or modification of this Agreement may be made except in writing signed by both Consultant and CRS.

## **Article IX MISCELLANEOUS**

1. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

2. **Survival.** The expiration or termination of this Agreement for any reason shall not terminate the obligations or liabilities of the parties under Article I §7, Article II §6, Article III §2, Article III §3, Article III §6, Article VI, and the applicable portions under this Article IX §2, each of which shall survive any such expiration or termination.

**Article X**

**APPLICABLE LAW**

1. This agreement shall be governed by the laws of the state of Maryland.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed and delivered this Agreement as of the day and year first above written.

**CRS:**

**Date**

**By:**

Authorized HQ Global Supply Chain Management Unit Signature

**Printer Name**

**Title**

**Consultant**

**Print Name**

## **Additional Required Clauses**

### **I. General**

1. CRS received Award Number [ NUMBER] dated [DATE] (the “**Award**”) from the United States Department of Agriculture (the “**Donor**”) for the implementation of a program titled “[PROGRAM NAME]”. The Consultant understands and acknowledges that the Donor is the source of CRS’ funding for this Agreement and that the Donor’s regulations and other requirements (collectively, the “**Regulations**”) apply to the Consultant’s performance under this Agreement. The Consultant agrees to comply with the Regulations, including, but not limited to, the applicable provisions of 2 CFR 200, 2 CFR 400 and [INSERT AS APPLICABLE: [7 CFR 1499] [7 CFR 1599]]. In addition, except as otherwise provided in [INSERT AS APPLICABLE [7 CFR 1499] [7 CFR 1599]], other regulations that are generally applicable to Agreements funded by the Donor include the applicable regulations set forth in 2 CFR chapters I, II and IV. The Regulations are incorporated herein by reference and constitute an integral part of this Agreement. In particular, the Consultant understands and acknowledges the applicability of the following provisions.

### **II. Record Retention, Access and Inspections**

1. The Consultant shall keep, collect, transmit and store complete and accurate financial records, supporting documents, statistical records and all other records pertinent to the Consultant’s performance under this Agreement (the “**Records**”) in compliance with the requirements of 2 CFR 200.333 through 337 (*Record Retention and Access*). The Records shall be maintained in a manner that permits verification of the Consultant’s compliance with its obligations under this Agreement. The Records must be retained for a minimum of three years from the date of submission of the final invoice by the Consultant to CRS. This period shall be extended:
- a. if any litigation, claim or audit is started before the expiration of the three-year period, in which case the Records must be retained until all litigation, claims or audit findings involving the Records have been resolved and final action taken;
  - b. when the Consultant is notified in writing by the Donor, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs or CRS to extend the retention period; or
  - c. if applicable law requires a longer retention period for the Records.

The recordkeeping duration set forth in sentence three of Article II.4 is superseded by this provision.

2. Each of CRS and the Donor and its respective representatives shall have the right to monitor and inspect activities related to this Agreement. In addition, the Consultant shall provide right of access (the “**Right of Access**”) to the Records and any other documents or papers of the Consultant which are pertinent to the Consultant’s performance under this

Agreement to the Donor, Inspectors General, the Comptroller General of the United States and CRS, or any of their authorized representatives, in order to make audits, examinations, excerpts and transcripts. The Right of Access also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to such documents. The Right of Access is not limited to the Record retention period required under this Agreement and applicable law but lasts as long as the Records are retained. The Right of Access, regardless of whether exercised, does not relieve the Consultant of its obligations under this Agreement. The right of access set forth in sentence four of Article II.4 is superseded by this provision.

### **III. Code of Conduct**

1. The Consultant shall maintain written standards of conduct governing the performance of its employees engaged in the performance of its obligations under this Agreement, the administration of this Agreement and any related contracts. No employee, officer or agent of the Consultant shall participate in the selection, award or administration of this Agreement or a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees and agents of the Consultant shall neither solicit nor accept gratuities, favors or anything of monetary value from vendors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the Consultant.

### **IV. Appendix II Provisions**

1. The Consultant agrees to comply with the applicable provisions of Appendix II to 2 CFR 200, which provisions are incorporated herein by reference.

### **V. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. The Consultant certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in United States Federal assistance programs or activities.

### **VI. Prohibition against terrorist financing**

1. The Consultant must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including, but not limited to, those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department (available online from the United States Treasury Department) or the United Nations Security Council designation list (available online from the United Nations). In addition, the Consultant is reminded that United States Executive Orders and United States law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This provision must be included in all contracts issued under this Agreement.

### **VII. Prohibition against trafficking in persons**

1. The Consultant and its employees, labor recruiters, brokers or other agents as well as its contractors at any tier, must not engage in:
  - a. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of the Award;
  - b. Procurement of a commercial sex act during the period of the Award;
  - c. Use of forced labor in the performance of this Agreement;
  - d. Acts that directly support or advance trafficking in persons, including the following acts:
    - i. destroying, concealing, confiscating or otherwise denying an employee access to that employee's identity or immigration documents;
    - ii. failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
      - (1) exempted from the requirement to provide or pay for such return transportation under this Agreement; or
      - (2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
    - iii. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations or promises regarding that employment;
    - iv. charging employees recruitment fees; or
    - v. providing or arranging housing that fails to meet the host country housing and safety standards.
2. In the event of a violation of Section VII.1, CRS is authorized to terminate this Agreement without penalty and each of CRS and the Donor is also authorized to 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).
3. If the Consultant receives any credible information from any source that alleges that the Consultant or any of its contractors or agents have engaged in any of the prohibited activities identified in this provision, the Consultant must immediately notify CRS in writing and must fully cooperate with any CRS or U.S. Government agencies responsible for audits, investigations or corrective actions relating to trafficking in persons.
4. For purposes of this Section VII, "**employee**" means an individual who is engaged in the performance of this Agreement as a direct employee, consultant or volunteer of the Consultant.
5. The Consultant must include in all agreements a provision prohibiting the conduct described in Section VII.1 by a contractor or any of its employees. The Consultant must also include a provision authorizing the Consultant to terminate the agreement as described in Section VII.2.