

## REQUEST FOR PROPOSAL

Launch Date: June 9, 2021  
RFP No.: #US2481 – Participatory Impact Assessment in Sub Saharan Africa  
Contract: Consultancy Services  
Proposal Due Date: July 14, 2021, 11:59 p.m. EDT

### **CRS 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.

### **Clarifications**

Clarification questions regarding the RFP 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 06/17/2021. The RFP number indicated above must be included in the subject line of all emails. 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.

### **Proposal Deadline**

All proposals must be received by CRS no later than [11:59 PM for electronic submission] on July 14, 2021. The RFP number indicated above must be included in the email subject line.

### **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.

### **Resulting Award**

As a result of this solicitation, CRS anticipates entering into an agreement with the selected vendor in July/August 2021.

Any resulting agreement will be subject to the terms and conditions contained in Attachment H.

### **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.

### **Proposal Guidelines, Requirements, and Timeline**

Bidders will be required to submit two proposals, electronically, the technical proposal and a financial 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 Requirements**

As part of the technical proposal, applicants must remit their CV along with those of any proposed team members, along with maximum 8-page proposal illustrating the technical approach.

- a. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP.
- b. Complete Proposal Packets must not exceed 50 pages.
- c. Scope of Work – Bidder must provide a bid based upon the specifications listed under the SOW.
- d. Relationship Disclosure (Attach A)
- e. Signed *Bid Response Form* (Attach B)
- f. Completed Bidder Questionnaire (Attach C)
- g. Detailed Company Information (Attach D)
- h. Acknowledgement of Global Fund Code of Conduct (Attach E)
- i. Acknowledgement of CRS Code of Conduct (Attach F)

### **Proposal Timeline**

|                                    |                            |
|------------------------------------|----------------------------|
| RFP Launch                         | June 9, 2021               |
| Bidder Intent to Bid               | June 17, 2021              |
| Bidder Questions to CRS            | June 17, 2021, 11 p.m. EDT |
| Q & A Document to Known Bidders    | June 22, 2021              |
| Complete Proposal to CRS           | July 14, 2021              |
| Vendor Clarifications & Interviews | July 19 – 23, 2021         |
| RFP Award                          | TBD                        |

### **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 for those proposals that pass the Technical Proposal evaluation. Cost proposals must not be contained within the Technical Proposal.

| Evaluation Criteria 100 possible points |   | Weight     |
|---|---|------------|
| 1.                                      | Proposed Price (Commercial/Cost/Competitiveness)  | 20         |
| 2.                                      | Technical (Capacity and Resources); A clear understanding of the scope of work required to ensure achievement of the project. | 15         |
| 3.                                      | Educational requirements of consultancy team  | 15         |
| 3.                                      | Experience conducting assessments and knowledge of Sub Saharan Africa   | 20         |
| 4.                                      | Global/International research and analysis experience of 15 years   | 5          |
| 5.                                      | Work plan development to achieve deliverables   | 10         |
| 6.                                      | Bidder Information, background, performance, references   | 5          |
| 7.                                      | Demonstrated knowledge of Agricultural Development and Seed Systems   | 10         |
| <b>TOTAL:</b>                           |   | <b>100</b> |

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.

### **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.

## Feed the Future Global

### Supporting Seed Systems for Development (S34D) Activity:

#### **Draft Terms of Reference for Participatory Impact Assessment Consultant (International)**

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**Consultancy title:** Participatory Impact Assessment of Emergency Seed Interventions

**Duration/No. of days:** July 2021 – 30 September 2021 / 72 days.

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### **1. Background: Supporting Seed Systems for Development (S34D)**

The Feed the Future Global Supporting Seed Systems for Development (S34D) initiative is a five-year Leader with Associates Cooperative Agreement Award, funded by Feed the Future through the Bureau of Resilience and Food Security (RFS) and by USAID through the Bureau for Humanitarian Assistance (BHA). Catholic Relief Services is leading this consortium with the support of a team of Consortium Partners: the Alliance for Bioversity International and CIAT (ABC), the Pan-Africa Bean Research Alliance (PABRA), Opportunity International (OI), and Agri Experience (AE). S34D's Life of Activity runs from August 2018 through August 2023. The overarching goal of S34D is to improve the functioning of national seed sectors in an *inclusive* manner in our focus countries. The activity aims to meet its goals by increasing the capacity of seed systems to sustainably offer quality, affordable seeds of a range of crops (**Objective 1**) and increasing collaboration and coordination among all seed systems actors and actions (**Objective 2**). The S34D initiative is structured according to three inter-related seed systems: the formal seed system; the informal seed system; and emergency seed provisioning. This integrated approach is further strengthened by cross-cutting intermediate results that seek to improve policies and practices that support pluralistic seed systems, rather than focusing on individual parts of each system.

S34D Activity 1.3.1.1. involves a participatory impact assessment (PIA) of selected emergency seed interventions that have been implemented by members of the global Food Security Cluster (gFSC), specifically CRS, World Vision, and Samaritan's Purse. Annex 1 provides details of the NGO interventions in Uganda, Mozambique, and DRC that might be included in the assessment. The overall aim of the PIA is to generate robust evidence that shows the extent to which emergency seed interventions may or may not be realizing their anticipated impacts in relation to enhanced livelihoods and food security. Such an evidence base is necessary to inform and improve humanitarian and development work, and to be able to communicate the effectiveness of different intervention types to donors and the general public.<sup>1</sup> The broader scope of the work for the PIA is appended to this Terms of Reference – see Annex 2.

This activity is coordinated by CRS and will be implemented in parallel to similar participatory impact assessments to be undertaken by the United Nations Food and Agriculture Organization (FAO) in South Sudan, DRC and Mozambique (Response to Cyclone Idai). It is anticipated that the overall

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<sup>1</sup> Catley, A., Burns, J., Abebe, D., Suji, O. (2013). Participatory Impact Assessment: A Design Guide. Feinstein International Center, Tufts University, Somerville. <https://fic.tufts.edu/publication-item/participatory-impact-assessment-a-design-guide/>

findings and lessons from both the S34D activity and the FAO assessments will be synthesized in a joint report. An informal coordination group comprising CRS S34D Technical Advisors and staff from FAO will be established to ensure that similar approaches and methods are used for the different assessments, and that the in-country Food Security Clusters are fully engaged in the dissemination of findings.

## **2. Objective of the consultancy**

These Terms of Reference describe the role of the PIA consultant as part of a team that will undertake S34D Activity 1.3.1.1, as described in Annex 2. The consultancy primarily aims to undertake a participatory impact assessment of selected emergency seed interventions to address the question of how these interventions may have impacted the livelihoods of the male and female smallholder farmers and male and female seed suppliers involved. Secondary objectives are to collect data through the PIA to contribute towards understanding the impacts of the interventions on the informal and formal seed systems (including seed markets) in the local area, and to provide inputs to workshops to help identify key 'best practice' approaches for the design and implementation of emergency seed interventions in order to achieve specific livelihood impacts, e.g. on household food security, nutrition, income, on seed markets, etc.<sup>2</sup> As such, the PIA Consultancy forms part of a broader project (S34D Activity 1.3.1.1) which is described in Annex 2.

The Implementing Partners referred to in this TOR are CRS, World Vision and Samaritan's Purse, these being the NGO partners who implemented the emergency seed interventions to be assessed by the S34D activity. S34D Activity 1.3.1.1 is linked with similar participatory impact assessments of emergency seed interventions that have been implemented by FAO.

## **3. Scope of Work**

The consultant will be expected to undertake the following activities for each intervention to be assessed:

- 3.1 Compile and review secondary data: Secondary data includes documentation relating to the intervention itself as well as any relevant contextual information necessary for the PIA (e.g. on local livelihoods). Secondary data will be reviewed with a gender, youth and people living with disability (PLWD) lens. Secondary data will be reported in disaggregated manner when possible.
- 3.2 Workshop with Implementing Partner field staff: This workshop is necessary to generate a very detailed understanding of the intervention itself and how it was actually implemented, particularly since the actual implementation may have been slightly different to the planned approach described by the documentation. This initial workshop can be done remotely.
- 3.3 Planning and design: This entails the design of various stages within the PIA approach, e.g. defining the geographic and time limits of the intervention and agreeing this with the relevant

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<sup>2</sup> Emergency seed interventions can be designed in different ways to achieve varying objectives, so 'best practice' approaches would be expected to vary according to specific intervention objectives.

NGO partner and S34D Advisors<sup>3</sup>, deciding on methods and sampling, etc. For each intervention, a design document must be agreed with the S34D Team Leader / Technical Advisors and the relevant NGO partner. The design methods will ensure adequate representation of women and men and will incorporate gender-specific questions. Sampling will be sufficient to ensure sex disaggregation and analysis.

3.4 Field work: This will be undertaken in collaboration with other team members (see below on team composition) and with logistical support from the relevant NGO partner, as described below. The local gender, youth and PLWD context will help to guide the planning of the field work.

3.5 Debrief to the Implementing Partner: On completion of the fieldwork, an in-country debriefing will be presented to key staff from the Implementing Partner, reporting on the fieldwork and preliminary findings. This will provide an opportunity to validate some of the findings and to compile additional data from the Implementing Partner.

3.6 Reporting: The main output from each intervention assessed will be a written report. The report will contain the results of the PIA (to be drafted by the consultant) as well as the findings relating to the seed systems (to be drafted by the S34D Team Leader). A report outline and page limit will be agreed before the start of the drafting process. Gender considerations will be integrated throughout the document. Key findings and recommendations will be presented using a gender lens.

#### **4. Deliverables and Milestones**

**4.1 Background report describing the intervention and the local context.** This report will include a detailed description of the intervention, as generated by the workshop. It will also present key findings from the review of secondary data, including a description of local livelihoods, the emergency context, and how the emergency would have most likely impacted on local livelihoods. This background report will be used to inform the detailed design of the PIA for each intervention. The S34D Gender advisor will review the background report for inclusion of gender, youth and other vulnerable groups.

**4.2 Detailed PIA design document for each intervention** to be assessed (10 pages plus annexes). S34D Seed Experts (Longley, Walters) will draft an additional section of the design document to describe the interviews to be undertaken in relation to the seed systems. For each intervention to be assessed, the corresponding draft design document must be completed at least two weeks prior to the start of the fieldwork for the intervention, revised (where necessary) and agreed by the implementing NGO partner at least one week prior to the start of the corresponding fieldwork. The S34D Gender Advisor will review the design document for inclusion of gender considerations.

**4.3 Detailed PIA reports for each intervention** assessed (20 pages plus annexes) must be drafted within four weeks after the end of the fieldwork in the corresponding country. S34D Seed Systems Experts will draft an additional section of the report to present the results relating to the seed

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<sup>3</sup> The S34D Advisors include a seed systems specialist, a gender expert, and an agriculture & markets advisor from the CRS Humanitarian Response Dept. Additional technical support from a specialist in participatory impact assessment may also be provided.

systems and seed actors. S34D Gender Advisor will review each report for inclusion of gender considerations. Each report must be revised and finalized within one week following the receipt of consolidated comments from S34D and the partner NGOs.

**NOTE:** *A workplan for the overall activity, including fieldwork and due dates for deliverables will be agreed with the NGO partners prior to the signing of the Consultancy contract.. Given the current Covid pandemic, contingency plans will be necessary in the event that fieldwork is not possible.*

## **5. Field team composition, roles and responsibilities**

The field team will be composed of the international PIA Consultant, one international S34D Seed Systems Specialist (Team Leader), two National Consultants, and two Fieldwork Assistants. The field team's gender and age composition will consider the local gender and youth context in relation to seed systems. It is envisaged that the field team will travel together but will likely sub-divide and work separately at the local level, with one National Consultant working primarily with the PIA Consultant, and one working primarily with the Seed Systems Specialist.

In-country staff from the NGOs will be expected to assist the assessment field teams by providing background information about the interventions (both by sharing available data and reports, and by participating in the initial workshop described in Paragraph 3.2 above) and logistical support for the fieldwork (e.g. identifying Fieldwork Assistants, fieldwork planning and advance preparations, introductions to key stakeholders and the local communities, also hotel bookings and other logistical support), as well as in reviewing the findings and identifying best practices. Regional or international staff from the implementing partners will play a coordinating role, and will also provide inputs at the design stage, in reviewing the findings, identifying best practices, and in finalizing and disseminating the outputs.

S34D Technical Advisors will provide inputs at the design / planning stage, based on the background report and discussions with the Consultant. It is expected that inputs and advice from the S34D Team Leader / Technical Advisors will be incorporated into the detailed PIA design document.

## **6. Timeframe and estimate of days**

The broader project (S34D Activity 1.3.1.1) will be undertaken in four phases: (A) During the planning and design phase (which started in October 2020), assessment partners will be agreed, specific interventions to be assessed will be identified, the PIA Consultant(s) will be recruited, and the assessments will be designed for each intervention. (B) The fieldwork and reporting phase is expected to take place from March through till September 2021, including one visit to each country. (C) The third phase will take place from October 2021 – January 2022 in Fiscal Year 2022: in-country FSC and global FSC workshops will be held, and the synthesis report will be drafted and finalized. (D) The fourth phase (January 2022 - April 2022) will involve the dissemination of the findings beyond the gFSC.

A total of up to 72 days has been budgeted for the consultant in the current contract, which provides inputs to Phases A and B of the broader project. It is anticipated that a second contract will be agreed for the consultant's inputs to Phases C and D of the broader contract. See Annex 3 for the timing of

the phases. The maximum number of days for the current contract (72) has been calculated based on three intervention assessments, each including the estimated allocation below. The allocation of days may need to be adjusted.

- Compile and Review Secondary Data 3 days
- Planning and Design 3 days
- Field work (with debrief) 10 days
- Reporting 8 days
- TOTAL 24 days per intervention assessment (including travel time)

**Period of Performance:** 72 billable days executed between July 2021 and 30 September 2021.

**Payment terms:** payment schedule to be determined upon selection of successful candidate. Travel will be based on the CRS Travel Policy.

**Requirements/Qualifications:**

- Established track-record of conducting Participatory Impact Assessments in emergency contexts in Sub Saharan Africa using the methodology developed by Tufts University
- Rural livelihoods and emergencies background with more than 15 years' experience in field research and analysis
- Demonstrated experience and reports with case studies that highlight understanding of PIA and seed systems for African countries
- Experience working with NGOs in emergency settings in Sub-Saharan Africa
- Demonstrated knowledge of agricultural development and seed systems
- Working knowledge in applying a vulnerability lens, particularly gender and youth



Annex 1. Possible interventions to be assessed

| Details of broader project   | Details of seed intervention      |                                  |                                  |                         |   |  |
|--|-----------------------------------|----------------------------------|----------------------------------|-------------------------|---|--|
| Country, NGO Partner, Project details and target beneficiaries   | Month / year of seed intervention | Programming modality             | Location                         | Number of beneficiaries | Available documentation   | Other relevant info & associated project activities  |
| <b>Uganda</b>  |                                   |                                  |                                  |                         |   |  |
| CRS - BMGF Early Recovery Project, Jan 2020 – Apr 2020: Farmers affected by flooding and landslides in Mt Elgon region - Bulambuli and Butaleja Districts (Eastern Uganda) | Mar-20                            | Market fairs with value vouchers | Bulambuli and Butaleja Districts | 2,000                   | Project proposal; rapid market assessment report (powerpoint slides); registration report; exit interview report. There should be a final report, but I have not seen it. | 4 market fairs were held across the 2 districts. The last fair was affected by Covid restrictions and was implemented differently to the first 3 fairs. Both food and agricultural inputs were available at the fairs. An emergency response a few months earlier provided food and NFIs in the same areas (also through fairs). |
|  |                                   |                                  |                                  |                         |   |  |

|  |        |   |   |   |   |   |
|--|--------|---|---|---|---|---|
| CRS - LDSC Supporting Improved Livelihoods for Refugees and Host Communities in West Nile, Northern Uganda, Bidibidi Refugee Settlement, June 2018 – Sept 2019. Farmers from refugee and host communities. Refugees have fled insecurity in South Sudan. | Mar-19 | DiNER fairs with vouchers worth \$36  | Bidibidi settlement                     | 1420 (72% refugees, 28% hosts)                            | Final narrative report. Other documents probably also available.              | 4 fairs were held to provide seeds, goats and tools. In addition to fairs, 60 farmer groups and Lead Farmers were trained; SILC Facilitators were trained; refugee groups were trained in negotiation techniques to access arable land from the host community; 58 Lead Farmers (72% refugee) participated in the annual National Agricultural Trade Show in Jinja  |
| WVI - Omugo Improved Food Security and Livelihood Project, 15 Dec 2018 – 14 June 2020. Farmers from refugee and host communities in Rhino Camp Settlement - Omugo Extension. Refugees have fled insecurity in South Sudan.                               | Apr-19 | Market fairs with our prequalified service providers. Conditional Grants offered to beneficiaries | Rhino Camp Settlement - Omugo Extension | 2500 (70 Refugees and 30% hosts)                          | Project Proposal, Final narrative and evaluation report                       | 1 market fair was held in the project location. The farmer groups were provided conditional grants to buy farmer inputs and other items for off farm business ventures. All farmers were trained on sustainable agricultural practices and group leaders exposed to model farms within the region and outside the region through experiential learning visits. All groups were organized and supported to run saving and lending. |
| <b>Mozambique</b>  |        |   |   |   |   |   |
| WVI - Cyclone Idai Emergency Response Program, April 2019 – July 2019. Cyclone affected men, women, boys and girls in Sofala Province (Buzzi and Nhamatanda)   | Nov-19 | E-voucher   | Buzzi and Nhamatnda Districts           | 36,500 Beneficiaries with each Household having 5 members | Project Proposal, Seed system security assessment, Final report, LMMS Report. | Seed system security assessment conducted prior to the launch of the project. Partners in the consortium implemented in neighbouring Districts.   |

|  |        |   |   |  |  |  |
|--|--------|---|---|--|--|--|
| WVI - Cyclone Idai Recovery Project, June 2020 – May 2021. Cyclone affected men, women, boys and girls in Sofala and Manica Provinces in Mozambique  | Nov-20 | E-voucher                                 | Buzzi, Nhamatanda, Sussundenga and Caia   | 197,500 Individual beneficiaries from the two Provinces. | Project Proposal, Detailed implementation plan and baseline survey report.   | Project being implemented in other Districts by CHEMO consortium members.  |
| CRS - Cyclone Idai Emergency Response Program – details to be included   |        |   |   |  |  |  |
| <b>DRC</b>   |        |   |   |  |  |  |
| SP - Emergency Response and Economic Recovery Program in Eastern DRC (USAIDizi), Sept 2019 – March 2021. Host, IDPs/returnee families affected by conflict. Should be seed insecure and have access to safe farmland | Jul-20 | Direct distribution through virtual fairs | Kamango Health Zone- North Kivu Province, | 1582 hhs   | Project proposal; Go and see report, rapid market assessment report, beneficiary targeting/vulnerability assessment report. PDM and final project reports may be ready by the time of the assessment | In addition to provision of assorted staple and vegetable seeds, farmers are also provided with assorted farming tools and essential trainings on basic agronomic practices covering land preparation and proper seeding/sowing, natural pest and disease control, composting, kitchen gardening and post-harvest management |

## **Annex 2. Scope of Work for S34D Activity 1.3.1.1 - Participatory Impact Assessment of Emergency Seed Interventions**

### **1. Justification**

A review of available documentation suggests that current evidence on the impacts of emergency seed interventions is largely based on a combination of well documented intervention outputs and assumptions regarding the utilization of seed.<sup>4</sup> Evidence of outputs is generally quantitative and comprehensive, but the translation of that evidence to outcomes, in terms of increased seed utilization by beneficiaries is much less certain. Existing evidence for increased productivity and consequent enhanced food security as a result of seed-based interventions appears to be almost entirely intuitive. There is no strong evidence to show that beneficiaries are subsequently more food secure than non-beneficiaries.

Given the prevalence of seed fairs and direct seed distribution within emergency interventions that aim to enhance the livelihoods of smallholder farmers affected by disaster, there is a need to generate quality evidence that shows the extent to which these approaches may or may not be realizing their anticipated impacts. Such an evidence base is necessary to inform and improve humanitarian and development work, and to be able to communicate the effectiveness of different intervention types to donors and the general public.<sup>5</sup>

### **2. Questions to be addressed**

The activity aims to answer three broad questions:

1. How have selected emergency seed interventions impacted on the livelihoods of the male and female smallholder farmers and seed suppliers involved?
2. What have been the impacts of selected emergency seed interventions on the informal and formal seed systems (including seed markets) in the local area?
3. What are the key 'best practice' approaches for the design and implementation of emergency seed interventions in order to achieve specific livelihood impacts for men and women, e.g. on household food security, nutrition, income, on seed markets, etc.<sup>6</sup>

### **3. Partnership approach**

The activity will be led by Catholic Relief Services (CRS) through the Supporting Seed Systems for Development (S34D) initiative and funded by USAID's Bureau for Humanitarian Affairs. The assessment is being undertaken in collaboration with the Seeds & Crops Workstream of the Agriculture Working Group (AWG) of the Global Food Security Cluster (gFSC). Workstream members were invited to take part; current NGO partners include CRS, World Vision International (WVI) and

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<sup>4</sup> This review has been conducted by the SEADS initiative on Standards for Supporting Agricultural Livelihoods in Emergencies (<https://seads-standards.org/>) and will be made available later in 2021.

<sup>5</sup> Catley, A., Burns, J., Abebe, D., Suji, O. (2013). Participatory Impact Assessment: A Design Guide. Feinstein International Center, Tufts University, Somerville. <https://fic.tufts.edu/publication-item/participatory-impact-assessment-a-design-guide/>

<sup>6</sup> Emergency seed interventions can be designed in different ways to achieve varying objectives, so 'best practice' approaches would be expected to vary according to specific intervention objectives.

Samaritan's Purse (SP). Regular progress updates and assessment findings will be shared with the Seeds & Crops Workstream and the Agriculture Working Group. Both in-country and global Food Security Cluster members will be invited to participate in workshops to identify best practices and to play a role in the dissemination of outputs.

Each of the NGO partners – CRS, WVI, and SP – has considerable experience in emergency seed programming. Selected interventions implemented by these NGOs will form the focus of the assessment, to be undertaken in two or three countries (Uganda, Mozambique, DRC). In-country staff from the NGOs will be expected to assist the assessment field teams by providing detailed background information about the interventions and logistical support for the fieldwork, as well as in reviewing the findings and identifying best practices. Regional or international NGO staff will play a coordinating role, and will also provide inputs at the design stage, in reviewing the findings, identifying best practices, and in finalizing and disseminating the outputs.

The assessment field teams will be led by an international S34D Seed Systems Specialist, supported by an international PIA consultant, two National Consultants and two Fieldwork Assistants.

Parallel to the above, in 2021-2022, the Office of Evaluation of FAO will be carrying out a number of impact assessments on their seed interventions. FAO will be using its own resources for the assessments and will follow a similar methodology to assess its interventions. The countries in which FAO plans to undertake these impact studies are: South Sudan, DRC and Mozambique (Response to Cyclone Idai). For South Sudan, the impact assessment will be done independently in coordination with S34D; stronger synergies will be sought in DRC and Mozambique where similar exercises (and in similar areas) will be carried out to those by CRS, WVI and SP. FAO may contribute to the expenses of the international and national seed systems consultant under the Feed the Future Global Supporting Seed Systems for Development (S34D) activity.

An informal coordination group comprising CRS S34D Technical Advisors and staff from FAO will be established to ensure that similar approaches and methods are used for the different assessments, and that the in-country Food Security Clusters are fully engaged in the dissemination of findings.

Findings from both the S34D-led assessments and the FAO-led assessments will be synthesized to generate lessons and good practices.

#### **4. Methodological approach**

Question 1 will be addressed through a participatory impact assessment (PIA) methodology, as described in the 2013 Feinstein Design Guide. Question 2 will be addressed through PIA plus additional key informant interviews with a variety of seed system actors with diverse backgrounds, including female-owned businesses. Livelihood outcomes will be assessed through a gender lens. Question 3 will be addressed through local-level, in-country and global workshops involving the implementing partners, national and global Food Security Cluster members and other key stakeholders, based on the data collected by the PIA. Each of these approaches is described below, following a description of how the interventions to be assessed will be selected.

**4.1 Selection of interventions to be assessed:** Multilateral, bilateral and internal discussions involving the three NGO partners took place in October-November 2020 with the aim of identifying emergency seed interventions to be assessed. To minimize travel costs, the NGO partners first

identified countries where each had implemented emergency seed interventions in recent years that might form the focus of the assessments. The countries identified in this way were Uganda (interventions by CRS and WVI); Mozambique (interventions by CRS and WVI); and DRC (interventions by WVI, SP and CRS)<sup>7</sup>. Details of the emergency seed interventions implemented by the partners across these countries are presented in Annex 1. Further discussions will be needed to agree on the interventions to be assessed. One of the key criteria to be used in selecting the interventions will be the timing of the intervention implementation and how many agricultural seasons have passed since. Ideally, there must be at least one complete agricultural year since the intervention to be able to determine impact<sup>8</sup>, though more than two years will make it difficult for farmers and other stakeholders to recall the details.

**4.2 Participatory impact assessment (PIA)**<sup>9</sup>: PIA is described in Box 1. The assessment for each of the selected seed interventions will be undertaken using the eight-stage framework, as outlined below.

**Box 1. What is participatory impact assessment?**

Participatory impact assessment (PIA) involves adapting participatory methods to measure changes in people's livelihoods over time, and to understand how different factors caused these changes. In contrast to many traditional project monitoring and evaluation (M&E) approaches, PIA aims to measure the real impact of a project on the lives of project participants. This differs from evaluation because many evaluations focus on measuring project objectives, the extent to which they were achieved, and if they weren't, why not. PIA goes beyond typical evaluation and the measurement of objectives, and examines how project activities actually benefited the intended recipients, if at all.

There are three main types of PIA methods –ranking or scoring, visualization, and informal interviews. Conventional statistics can be used to summarize and analyze the numerical data produced by standardized ranking, scoring and visualization methods, and this can include comparisons of different types of activity or support. Measures of project impact can be translated into economic values, which, in turn, support benefit–cost analysis. These aspects of PIA are particularly useful when engaging in policy reform processes, or developing good practice guidelines.

Information and numbers from participatory methods are validated through triangulation, and analysis of a project's technical plausibility. The question of attribution is addressed through different types of comparisons. Using comparisons in PIA can be very useful for improving the credibility of the findings, but needs a good understanding of the project design and activities, and the wider context in which the project took place. When PIA is well-designed, with a good understanding of local context and the systematic use of comparisons and triangulation, it seems to produce evidence that is of reasonable quality and which a range of people – from community members to policy makers – can understand and use.

*Extracted and adapted from Catley et al, 2013.*

<sup>7</sup> CRS has also implemented emergency seed interventions as part of a larger project in DRC, though this project has already been the subject of a detailed evaluation, so additional fieldwork is deemed to be inappropriate for ethical reasons.

<sup>8</sup> A complete agricultural year is necessary to be able to determine the complete utilization of the harvest following the seed intervention. Specifically, we are interested to know whether any of the harvested output from the seed provided through the intervention was saved and planted the following season or the following year.

<sup>9</sup> The PIA approach used here is drawn from Catley, A., Burns, J., Abebe, D., Suji, O. (2013). Participatory Impact Assessment: A Design Guide. Feinstein International Center, Tufts University, Somerville.  
<https://fic.tufts.edu/publication-item/participatory-impact-assessment-a-design-guide/>

Some of these stages will take place simultaneously rather than sequentially. Section 5 describes how the different stages will be incorporated into specific tasks and activities.

*Stage 1 Define the questions to be answered.* Each individual assessment will include the overarching PIA questions: How have selected emergency seed interventions impacted on the livelihoods of the smallholder farmers and seed suppliers involved? What have been the impacts of selected emergency seed interventions on the informal and formal seed systems (including seed markets) in the local area? One or two additional questions that are appropriate to all the interventions will be agreed among the partners to make three or four questions that are the same for all interventions. In addition, each intervention may have one or two questions that are unique to that particular intervention, though the total number of questions for each intervention assessment will be limited to five in total.

*Stage 2 Define the geographical and time limits of the intervention.* The seed intervention to be assessed may have formed a part of a larger emergency project, so it will be necessary to have a clear understanding of the seed intervention itself, both in terms of the geographic (spatial) boundaries as well as the time boundaries in relation to planting and harvesting seasons. Background documentation and information from the in-country NGO staff will be used to describe the geographical and time limits of the seed interventions to be assessed. At the community level, participatory mapping and timelines will be used to ensure that everyone is clear about the geographical and time periods being assessed.

*Stage 3 Identify and prioritize locally defined impact indicators.* Community-defined impact indicators will be identified by asking men and women separately about how they benefitted from the intervention and how their coping strategies may have changed in the period leading up to, during and after the crisis. Both quantitative and qualitative indicators will be used. Examples of quantitative indicators might include yield from seeds planted, income from crop sales, or diversity of crops and varieties planted. Examples of qualitative indicators might include improved knowledge of agricultural practices and technologies, or wellbeing. Project documentation, including any M&E reports or post-distribution monitoring reports will be used to triangulate the PIA findings.

*Stage 4 Decide which methods to use for measuring change, and test them.* The methods to be used will be carefully selected by the PIA Consultant (Bekele) with support from the PIA Technical Advisor (Catley / Burns). Potential methods include simple ranking, simple scoring, before and after scoring, before and after proportional piling, pair-wise ranking and impact calendars, among others. Each method will be tested in one of the communities before being applied in others, so that the instructions / guidance can be modified to be sure that it is well understood by the participants. Where appropriate, data will be collected from men and women separately, noting any differences with regard to youths so that gender- and/or age-based differences can be captured.

*Stage 5 Decide which sampling method and sample size to use.* Given that the assessment intends to generate evidence to be used by donors, NGOs and international agencies at a global level as well as governments and implementing partners at the national level, sampling will be undertaken at the appropriate level of representation. Due to budget and logistical considerations, it is likely that purposive sampling will be used. If possible, male and female beneficiaries and non-beneficiaries within the same communities will be sampled for each intervention. The repetition of specific

methods with different informants and in different communities will increase the reliability of the results.

*Stage 6 Decide how to assess intervention attribution.* Three main approaches will be used to assess attribution: (a) the relative importance of intervention and non-intervention factors contributing to changing livelihoods; (b) participatory comparison of intervention and non-intervention activities and seed providers; and (c) comparison of beneficiaries and non-beneficiaries. For interventions where it is possible to compare beneficiaries and non-beneficiaries, it is not necessary to use all three approaches. Special attention will be given to any differences in impact in relation to gender.

*Stage 7 Decide how to triangulate and how to assess technical plausibility* Triangulation will include the comparison of results from different participatory methods, and the comparison of results from the participatory methods with secondary information, include project documentation and monitoring data, and direct observation. Technical plausibility typically relies on expert review of a project's causal logic, from inputs to impacts.

*Stage 8 Plan the feedback and final cross-checking of results with communities.* Feedback and validation will be done at four levels: (a) at the local community level, key findings will be presented to community leaders, representatives and local stakeholders to verify that the findings are correct and offer the opportunity for further explanation and information about the intervention; (b) with in-country staff from the implementing NGO partner; (c) at the national level, findings will be presented as part of the stakeholder workshop involving staff from the NGO partners, FSC members, government representatives and key stakeholders from the seed sector; and (d) at the global level, gFSC members will be invited to a presentation of the synthesized findings from the different assessments. At each level, participants will contribute to the identification of best practices. See Paragraphs 4.5 and 4.6 below.

**4.3 Additional key informant interviews.** Additional interviews will be needed at local and regional levels to compile data in relation to the impacts of the intervention on the informal and formal seed systems. Stakeholder mapping of formal and informal seed systems will identify key actors for interview. For the informal sector, key informants will include farmer seed specialists (those who are locally renowned for their knowledge and ability to select, save and provide seed to other farmers) and informal grain traders who also purchase and supply seed. For the semi-formal and formal sectors, key informants will include leaders of local farmer seed production groups, agricultural extension agents and local agricultural officers, agro-input retailers and suppliers. It may also be necessary to validate some of the information with key informants at the national level, including key government officials, research scientists and other technical specialists, seed companies, NGOs implementing specific seed projects, and aid coordination bodies. These interviews will be conducted by the S34D Seed Specialist who will be leading the field team and triangulated with secondary information from existing reports, documents and datasets.

**4.4 Analysis and reporting of individual intervention assessments.** A single assessment report that addresses Questions 1 and 2 will be drafted for each intervention. This will be jointly drafted by the S34D Seed Specialist and the PIA consultant and the after the validation of findings with both the community and the implementing partner involved in the intervention. Analysis will involve the assessment of intervention attribution and triangulation, as described above. The data collected from



the PIA and the additional interviews will be triangulated and used to describe the local seed systems prior to the intervention and any changes that may have occurred after the intervention and their attribution. Preliminary results relating to Questions 1 and 2 will be discussed, validated and elaborated with the local community and other local stakeholders before the end of the fieldwork. Preliminary results will also be presented and validated with the implementing NGO. Draft reports for each intervention assessment will be shared with the implementing NGO partner for review and finalization.

**4.5 Validation and identification of best practices.** Validation sessions at local and partner NGO levels will be used to jointly identify best practices with local communities, local stakeholders and in-country staff from the implementing NGO. National-level workshops with FSC members and other stakeholders will be held to present the findings from each of the assessments undertaken in a specific country and to identify best practices from broader experiences. Perspectives from each level will be validated and elaborated with stakeholders at the subsequent level. After completion of the fieldwork and the workshops in all countries, key findings from the individual assessments and the information compiled on best practices will be shared, validated and elaborated at the global level with members of the gFSC Agriculture Working Group.

**4.6 Synthesis.** A synthesis report will be drafted after all of the individual intervention assessments have been completed and the reports drafted, reviewed and finalized. The synthesis report will address Questions 1, 2 and 3, to provide an evidence base on the impacts of emergency seed interventions on farmers, seed suppliers and seed systems at the local level. The synthesis report will also present the best practice approaches for the design and implementation of emergency seed interventions in order to achieve specific livelihood impacts, e.g. on household food security, nutrition, income, on seed markets, etc.

## **5. Timeframe, tasks, activities and milestones**

The assessment will be undertaken in four phases, as illustrated by the Gantt chart in Annex 3: (A) During the planning and design phase (starting October 2020), assessment partners were agreed, specific interventions to be assessed identified, Consultant(s) will be recruited, and the assessments will be designed for each intervention. (B) The fieldwork and reporting phase is expected to take place from March through till September 2021, though delays are likely due to travel restrictions relating to COVID-19. (C) The third phase is expected to take place in FY22 (October 2021 – January 2022): in-country and global FSC workshops will be held, and the synthesis report will be drafted and finalized. In the event that the fieldwork phase is delayed, then this phase will also be delayed (D) A final dissemination phase (January 2022 -April 2022) will be necessary for the disseminate of the findings beyond the in-country FSCs and gFSC.

## **7. Outputs and dissemination**

The outputs from each of these phases will be: (A) detailed design documents for each intervention to be assessed (internal, not for dissemination); (B) detailed reports for each intervention assessed (to be disseminated by the implementing NGO partner); (C) workshop reports for each in-country FSC workshop (primarily to capture the best practices discussed, to be shared with the workshop participants); and (D) a synthesis of findings and key 'best practice' approaches from the individual assessments and national FSC workshops. The draft synthesis report will be presented and the best practices validated at a gFSC workshop before being finalized.

The synthesis report will be the main output for dissemination at the global level, this will include this S34D case studies as well as those carried out by FAO. Dissemination will be achieved by making the synthesis report available on the gFSC, S34D and USAID (Development Experience Clearinghouse) websites, and by publicizing this with blog articles and website links in appropriate newsletters and other fora. Two webinars will be held, one targeting the humanitarian community and another targeting the seed community.

### Annex 3. Timeline

| Phase and task                                    | 2021 |   |   |   |   |   |   |   |   |   |   |   | 2022 |   |   |   |   |   |   |   |   |   |   |   |
|---|------|---|---|---|---|---|---|---|---|---|---|---|------|---|---|---|---|---|---|---|---|---|---|---|
|   | J    | F | M | A | M | J | J | A | S | O | N | D | J    | F | M | A | M | J | J | A | S | O | N | D |
| A. Planning & design                              |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| A.1 Selection of interventions for assessment     |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| A.2 Design of individual intervention assessments |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| B. Fieldwork and reporting                        |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| C. Workshops and synthesis report                 |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| D. Dissemination phase                            |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |

Lighter shading indicates contingency plans in the event that there are delays due to COVID-19 travel restrictions.

## ATTACHMENT A: 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.

All bidder team members must complete this form.

### Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT B: PROPOSAL RESPONSE FORM**

Submitted by:

The undersigned hereby submits the attached proposal for RFP #US2481 Participatory Impact Assessment.

Authorized Name and Title:

Authorized Signature:

Witness Name and Signature:

## ATTACHMENT C: BIDDER QUESTIONNAIRE FORM

Completed table is required with Bidders official proposal.

| BIDDER QUESTIONNAIRE   |  |
|--|--|
| REQUESTED INFORMATION  | BIDDER RESPONSE                                    |
| Legal Company Name   |  |
| Address  |  |
| Telephone No. and Email Address  |  |
| Website  |  |
| Name of Contact Person   |  |
| Title of Contact Person  |  |
| Billing Address  |  |
| Tax Registration or equivalent document  |  |
| DUNS Number  |  |
| Parent Company (if applicable)   |  |
| Parent Company Address   |  |
| Subsidiaries, Associates, Associations, Overseas Representatives   |  |
| Type of Business (corporation, partnership, sole proprietorship, etc.)   |  |
| Within the last three years, has administrative, civil or criminal litigation been filed or pursued in any country against your Company? If yes, provide specific details. |  |
| Three references: Two clients with a similar scope of services as requested in the RFP. One client with whom you were recently terminated or dismissed from contract.      | Client Name, Email, Phone Number, Business Address |

## ATTACHMENT D: DETAILED COMPANY INFORMATION

Submitted by (Name):

Please insert your responses within questions A through C below. The pages will expand as needed to fit your responses.

- A. **Prior Experience/Brief Background:** Provide brief background of the company and indicate the prior experience of the company. (No more than 3 pages.)
- B. **Unsuccessful Performance:** Please describe an unsuccessful performance for a client. (No more than 2 pages.)
- C. **Location Work Plan:** Provide a detailed plan on how you intend to service the contract regarding the following:
  - 1) Implementation Phase: What will be the initial setup to start or kick-off the project?
  - 2) Contingency Phase: What are your contingency plans and how do you plan to carry them out if any unforeseen circumstances arise that can cause disruption in the service (e.g., pandemic, employee absence, platform/software/equipment failure)?

## **ATTACHMENT E: GLOBAL FUND CODE OF CONDUCT FOR SUPPLIERS**

**Global Fund 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.theglobalfund.org/media/3275/corporate\\_codeofconductforsuppliers\\_policy\\_en.pdf?u=637319005846270000](https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf?u=637319005846270000)

## **ATTACHMENT F: 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)



**ATTACHMENT G – FORM OF CONTRACT**  
**CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF**  
**CATHOLIC BISHOPS**  
**MASTER SERVICES AGREEMENT**

**for**  
**REQUESTED SERVICES**

This Master Service Agreement (the “Agreement”), is entered into as of the 3<sup>rd</sup> day of June 2021, (the “Effective Date”), by and between Catholic Relief Services – United States Conference of Catholic Bishops (CRS), a not-for-profit corporation organized under the laws of the District of Columbia, with its principal place of business at 228 West Lexington Street, Baltimore, MD 21201-3443, and Empirica Consulting (a division of \_\_\_\_\_), (“Contractor”), (collectively referred to herein as “Parties” or singularly as “Party”).

The complete legal name of the Contractor is:

Contractor, as a legal entity, is organized/incorporated in the State of:

Contractor’s type of legal entity (e.g. LLC, Corporation) is: \_\_\_\_\_

Contractor’s Federal or Employer Tax PIN Number or other TIN is:

\_\_\_\_\_

Contractor’s principal place of business is located at:

\_\_\_\_\_

**I. RECITALS**

WHEREAS, the CRS Business requires services, and

WHEREAS, CRS has determined the need to contract a consultancy firm for the proposed work described in the attached letter of Deliverables describes the services to be provided, the general specifications of the Project, and parameters under which a contract will be administered, and

WHEREAS, Contractor has submitted a proposal on DATE, which responds to the solicitation document (RFP number), quotes prices for the Project specifications, and acknowledges the Terms and Conditions proposed by CRS, and

WHEREAS, CRS has selected the Contractor, using criteria established in its sole discretion, and desires to engage Contractor to provide services for the Project,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, incorporate the Recitals as listed above and hereby agree as follows:

**II. AGREEMENT DOCUMENTS – Engagement Letter**

A. This Agreement consists of the documents identified in this Section II, all of which are an integral part of this Agreement as if fully set forth herein and collectively referred to as the Agreement:

1. This Agreement;
2. The CRS Terms and Conditions (Attachment);
3. ALL OTHER DOCUMENTS THAT CONSTITUTE THE AGREEMENT WILL BE ATTACHED.

B. **Inconsistencies.** To the extent that there are any inconsistencies between or among this Agreement and the Agreement documents listed above, the documents shall control in the order listed above in II.A.

**III. TERM OF CONTRACT**

The term of the contract shall be from effective date \_\_\_\_\_.

**IV. SERVICES PROVIDED BY CONTRACTOR**

Contractor agrees to provide the services called for in any Work Order issued by CRS pursuant to the terms of the RFP at the prices specified in the Contractor's Bid submission.

**V. PAYMENT TERMS**

CRS agrees to pay Contractor for services performed in accordance with the Terms and Conditions incorporated into the solicitation. Net 30 from receipt of final invoice.

**VI. MISCELLANEOUS PROVISIONS**

CRS and Contractor acknowledge and agree that all of the Terms and Conditions of the solicitation are incorporated herein by reference.

The Parties agree that any amendment, modification or adjustment to this Agreement and its incorporated documents shall only be made and agreed to in a writing signed by the Parties.

**(Remainder of page intentionally left blank. Signatures to follow on the next page.)**

**SIGNATURE PAGE OF CRS MASTER SERVICE AGREEMENT  
APPLICABLE LAW**

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 written.

## TERMS AND CONDITIONS FOR CATHOLIC RELIEF SERVICES (“CRS”) PURCHASE OF GOODS AND/OR SERVICES

**1. Acceptance and Entire Agreement.** The Purchase Order (PO), including any exhibits or attachments, these Terms and Conditions, and any written modifications or Change Orders (collectively “Contract Documents”) comprise the complete and final agreement between CRS and Vendor concerning its subject matter, and supersede all prior negotiations, proposals, representations, communications, commitments, understandings, or agreements between the Parties, either written or oral. No other agreement or quotation, Vendor acknowledgement, any document purporting to modify the Contract Documents, CRS’ failure to object to additional provisions in or attached to any invoice, acknowledgment or PO or other document submitted by Vendor (regardless of whether the Vendor’s forms indicate that the terms and conditions therein contained are controlling and cannot be varied), will be binding upon CRS unless made in writing, signed by an authorized representative of CRS’ Purchasing Department issuing the PO and made a formal attachment of the PO. Captions are inserted only for convenience and are not to be construed as part of the Contract Documents.

**2. Changes.** CRS may at any time, make changes by written Change Order within the general scope of the PO as to: items to be provided or services to be performed; method of shipment or packing; and schedule and place of delivery and/or completion of services. If any such change causes an increase or decrease in the cost of, or the time required for performance of this PO, an equitable adjustment shall be made by written amendment to this PO. Nothing shall excuse the Vendor from proceeding with the PO as changed. Vendor agrees that any Change Order accepted by CRS in writing constitutes a full and final settlement and accord and satisfaction of all effects of the change upon all aspects of the Contract Documents.

**3. Packaging.** All items shall be suitably packed, marked (each package marked with CRS’ order number, PO number and package total) and shipped in accordance with the requirements of common carriers and in a manner that will prevent damage in transit. CRS is not liable for extra charges for packing or any other expense related thereto unless stated in the PO. Vendor shall route shipment in accordance with instructions issued by CRS’ Purchasing Department. Order Number, PO Number and package numbers shall be shown on Packing Slips, Bills of Lading and invoices. Packing Slips must accompany each order. Vendor shall describe items on Bill of Lading or other shipping receipt.

#### **4. TIME IS OF THE ESSENCE IN VENDOR’S PERFORMANCE OF THE PURCHASE ORDER.**

**5. Title.** Legal and beneficial title to, and risk of loss or damage for, each good shall transfer from Vendor to CRS upon delivery of the goods to the place of delivery indicated on the face of the PO, unless otherwise expressly noted on the face of the PO.

**6. Warranties, General.** Vendor warrants that the goods or services covered by this PO shall conform to the specifications, drawings, samples or other description furnished or specified by CRS, or furnished by Vendor and accepted by CRS, and will be

merchantable, of good material and workmanship and free from defect, latent or patent. All warranties are in addition to any other rights of CRS and shall survive inspection, delivery, acceptance and payment. Without relieving Vendor of any of its obligations under the PO, Vendor shall assign in full and without cost to CRS, all warranties from Vendor’s subcontractors that are applicable to the goods and/or services performed under the PO and deliver such assigned warranties with the goods and/or services.

**Goods.** Without excluding other warranties and in addition to any warranties expressly provided in the Contract Documents and any rights and remedies at law or in equity, Vendor expressly represents and warrants that: (1) all the goods supplied hereunder are assembled with new and original components (unless otherwise stated in PO); (2) Vendor will convey good and marketable title to each good upon delivery; and (3) for a twelve (12) month period after acceptance by CRS, each good shall meet or exceed the specifications set forth in the applicable PO, be free of defects in design materials and workmanship, and be of good and merchantable quality. Vendor shall promptly repair or replace (in CRS’ discretion) at Vendor’s cost and expense any good in breach of any of the foregoing warranties. In the event that any good is returned by CRS due to breach of warranty, Vendor shall at its sole expense, pay to have such good shipped back to Vendor regardless of current location, or reimburse CRS for the costs of such return shipping (in the sole discretion of CRS); and repair or replace (in CRS’ discretion) such good within five (5) business days after receipt of notice of breach of warranty. Each good replaced or repaired under warranty shall be further warranted as if it were a new good. Vendor further warrants that the items covered in the PO are in compliance with all applicable Federal, State and local laws, rules, regulations and directions and are free from any claim of any third parties.

**Services.** Vendor represents and warrants that all Services performed under this PO will be performed to the satisfaction of CRS in a skillful, professional and workmanlike manner and will conform to the specifications set forth in this PO. Vendor will promptly correct any nonconformities and will notify CRS in writing that any such nonconformities have been corrected.

**7. Termination.** CRS may terminate the PO or any part thereof, at anytime: (a) at its convenience and without fault of Vendor upon twenty (20) days written notice; (b) immediately in the event that Vendor fails to cure a material breach within ten (10) days after receipt of notice of breach; (c) immediately in the event that Vendor fails to make any delivery in accordance with the agreed delivery date; (d) immediately in the event Vendor is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for the benefit of its creditors. Any notice under this Paragraph 7 shall be effective either when delivered personally to the Vendor, or five (5) days following deposit of such notice into the U.S. mail (certified mail, return receipt requested, or first class postage prepaid), facsimile (with confirmation of delivery) or overnight delivery services (with confirmation of delivery). CRS shall pay for all goods and services delivered, and/or completed and

accepted by CRS at the time of termination. Upon receipt of notice of termination, Vendor shall cease performance of any delivery of good or service under this PO.

**8. Payment.** In the absence of contrary payment terms in the PO (in which case the terms of the PO will control), the amount properly payable under the Contract Documents, will be paid by CRS within thirty (30) calendar days after receipt and acceptance of the goods and/or services by CRS and an invoice therefor provided that CRS does not dispute any part of the requested payment. Amounts paid under the PO shall be invoiced by Vendor and paid by CRS in U.S. dollars.

**9. Acceptance.** Payment for the goods and/or services described in this PO does not constitute acceptance of the goods or services. All goods and/or services are subject to CRS' inspection and rejection upon receipt of the good or completion of the service. Unless otherwise provided on the face of the PO, upon delivery of the good or completion of the service, CRS will have the right to the testing of the goods (including each component thereof) and inspection of the services performed up to forty-five (45) days after delivery of the good. CRS reserves the right to accept or reject, in whole or in part, partial or excess deliveries of goods.

**10. CRS Property.** In the event that CRS has provided to Vendor any property for the Vendor's performance under the PO, the property of CRS shall remain the property of CRS. CRS property shall be plainly marked to show it is the property of CRS and safely stored in a manner to protect such property. Vendor, in the performance under the PO, may not substitute other property to perform under the PO. Vendor may not use CRS property except in filling the requirements of this PO. CRS retains the right, in addition to other rights provided by law, to enter and remove CRS property with or without a court order. Vendor shall assume all risk of loss of CRS property and shall indemnify CRS against any and all liability for damages to property, and/or injury to or death of any person, which may arise from, be incidental to the presence of, or involve the use of CRS property, whether such damage, injury or death is caused by defects in the property, negligence in the use of or otherwise. In the event of damages to CRS property, Vendor will replace the property with an equivalent item or reimburse to CRS the value of the property, at the discretion of CRS.

**11. Assignment.** Vendor shall not assign or transfer its rights, any duties or delegate or sublet its performance or any duties hereunder, in whole or in part, without the prior written consent of CRS. Any attempted assignment without CRS' prior written consent shall be void and constitute a material breach of the Contract Documents. This Agreement shall inure to the benefit of, and be binding upon the Parties, their respective successors and permitted assigns.

**12.** Unless authorized by CRS in writing, the name of Catholic Relief Services-USCCB or any of its subsidiaries or affiliates will not be used in Vendor's advertising.

**13. Force Majeure.** If performance by CRS or Vendor is prevented, restricted, interfered with or delayed by reason of Force

Majeure, the Party claiming inability to perform, shall be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance whenever such causes are removed. "Force Majeure" means: acts of God; acts, regulations, orders, decrees, or laws of any government or agency thereof that are not due to or caused by any action or inaction of the Party affected; war; civil commotion; labor disturbances; epidemic; or failure of suppliers, public utilities or common carriers which in any such case are beyond the reasonable control of the Party claiming the benefit of Force Majeure. The Party affected by such Force Majeure condition shall promptly notify the other Party of the existence of such condition, its effect on the ability to perform, and its anticipated duration. In CRS' sole discretion, in the event that Vendor fails or is unable to make any delivery or deliveries of products sold and/or services performed hereunder when due, or under same conditions as when the order was placed, CRS may, upon five (5) days written notice, terminate this PO and all obligations thereunder.

**14. Records and Audit.** Vendor shall and shall ensure that its subcontractors shall, maintain a true and correct set of records according to generally accepted accounting principles for a period commencing upon the execution of the PO and expiring three years after completion of Vendor's performance under the PO, or such greater period required under applicable law. At any time during this period and upon request by CRS, Vendor shall cooperate fully with CRS and provide CRS with relevant records including proof of required licenses and permits, if applicable. CRS may inspect those records and audit Vendor's compliance with this PO on Vendor's premises during normal business hours, and may reproduce such records and retain copies. The right to audit shall include subcontractors in which goods or services are subcontracted by Vendor.

**15. Indemnification.**

a. **Intellectual Property.** Vendor agrees to defend, indemnify and hold harmless CRS, its affiliates and their respective customers, officers, directors, and employees for all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any and all claims that any good and/or service infringes a patent, copyright, trade secret or other intellectual property right. If such claim is made, or appears likely to be made, Vendor agrees to procure for CRS and its affiliates ownership of each good at no additional cost to CRS or its affiliates as required by the PO; or modify the good so that it becomes non-infringing, provided that substantially the same function is performed by the modified good. If CRS determines that the foregoing is not reasonably available, in addition to the foregoing obligation to indemnify and without limiting any other rights and remedies available to CRS, CRS may return the good to Vendor in exchange for a full refund of all fees and expenses paid for such good, related services and dependent goods.

b. **Breach/Negligence.** Vendor agrees to defend, indemnify and hold CRS and its affiliates and their respective officers, directors and employees harmless from and against any and all claims, damages, expenses (including reasonable attorneys' fees)

and liability arising out of: (1) Vendor's breach of the PO; and/or (2) the negligent acts or omissions or intentional wrongdoing of Vendor's employees, subcontractors or agents. In the event that the PO covers services performed on property owned by a third party, Vendor agrees to indemnify and hold harmless the property owner to the same extent it agreed to do so as to CRS.

c. CRS shall have the right, but not the obligation to control the defense or settlement of any claim or lawsuit covered by Vendor's indemnity, and at CRS' option, Vendor shall at Vendor's expense: (1) defend all actions based thereon, or (2) pay CRS all attorney's fees, consultant fees and all costs and other expenses arising from the defense and settlement thereof.

**16. Insurance.** Where applicable, Vendor agrees to procure and maintain adequate liability insurance to cover all performance under the PO at its own expense, protecting both Vendor and CRS as to any claims for bodily injury, including death, and claims for damages to property which may arise both out of and during Vendor's performance under this PO. All policies required herein shall expressly waive subrogation against CRS and its indemnities. Vendor's obligations and potential liabilities are expressly agreed and understood not to be limited by any insurance maintained or required to be maintained by Vendor.

All insurance companies must be authorized to do business in the state where the PO is to be performed, with an A.M. Best Buyer Inc., or equivalent rating of A-VIII or better or otherwise acceptable to CRS. The Policies maintained shall be primary to policies purchased and maintained by CRS, and shall provide the following insurance levels. Insurance must be for a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Vendor is further responsible to provide Worker's compensation insurance, payroll taxes, and unemployment insurance on behalf and for the employees engaging in the performance of this PO of not less than the minimum statutory requirements. Prior to the commencement of any work on CRS property or the property of others on behalf of CRS, Vendor shall furnish to CRS an insurance certificate that demonstrates that this coverage has been procured and will remain in force and effect until the services have been completed and accepted. Failure to maintain such insurance coverage shall constitute a material breach of the PO.

**17. Law, Forum and Language.** This Agreement shall be governed by the laws of the State of Maryland, USA, without regard to any conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this PO. In the event of any dispute or controversy arising under or relating to the Contract Documents, or in the event any ruling, finding or other legal determination is required or desired under the Contract Documents, then both Parties agree to submit to the exclusive jurisdiction of the State and/or federal courts located within the State of Maryland. Notwithstanding the foregoing, either Party may enforce any judgment rendered in such court in any court of competent jurisdiction. In the event any action is filed in relation to the PO, the Party which does not prevail in such action shall pay the reasonable attorneys' fees and other costs and expenses,

including investigation costs, incurred by the prevailing party. The Parties have agreed to execute the PO in the English language. In the event of any dispute in connection with the PO, the English language version of the PO will control for all purposes. Any action brought under the PO shall be conducted in the English language.

**18. Waiver and Severability.** The failure by either Party to invoke or enforce any provision of the PO shall in no way be considered a waiver of such provisions or in any way affect the validity of the PO. Any PO provision that is prohibited or unenforceable in a jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**19. Independent Contractor Status.** At all times in the performance under the PO, Vendor shall operate as an independent contractor and not as an agent of CRS. Neither Vendor nor any subcontractor of Vendor shall be deemed to be agents, representatives or employees of CRS for any purpose whatsoever.

**20. Conformance with Laws.**

a. In the performance of the PO, Vendor at its expense, shall comply and warrant that any performance provided hereunder, work site clean-up, disposal of any waste products, as well as the packaging and transportation of any good or item for performance under the PO complies with all applicable federal, state, and local laws, rules, regulations, codes, standards and ordinances, including those promulgated by OSHA, EEOC, and EPA or any other federal, state and local authorities, and those codes and regulations set forth in the PO (Applicable Law). In the event of any conflict or inconsistency between any such Applicable Law, the Applicable Law imposing the greater obligation on the part of the Vendor shall control. Without limiting the foregoing, Vendor, and each of its subcontractors, agents and employees, shall comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. 78dd-1 and 2) in the performance of the work, and shall not take any action that could result in CRS, or any of its affiliates becoming subject to any action, penalty, or loss of benefits under such Act.

b. **Products Free from Unsafe and Harmful Conditions.** In addition to any other representations or warranties herein made and set forth, and not in limitation thereof, the Vendor hereby certifies that at the time of delivery the products, supplies and/or equipment delivered to CRS hereunder are free from unsafe and harmful conditions and comply with all applicable federal, state and local safety and health laws. In the event a good sold to CRS does not so conform to all applicable federal, state and local safety and health laws, CRS may return the good for correction or replacement at Vendor's expense. Services performed by the Vendor that do not conform to all applicable federal, state and local safety and health laws and/or regulations must be corrected by Vendor at Vendor's expense or in the sole discretion of CRS, by CRS at Vendor's expense if the Vendor fails to make the

appropriate correction within twenty-four (24) hours of notice of such nonconformity.

c. **Products and materials containing asbestos, lead, lead-based paint, or chlorofluorocarbons** shall not be used, shipped or delivered to CRS' location, without CRS' prior, express, written authorization. The Contract Documents are not to be construed as express written authorization unless such products and materials are expressly described on the face of the PO as containing such hazardous materials. Prior to the commencement of any work under the PO, the shipment of any such goods or the use of any hazardous chemicals as defined under any regulations relating to OSHA and any applicable state regulation, Vendor shall provide CRS with Material Safety Data Sheets (MSDS) for all such products and chemicals used by Vendor on the work site, incorporated into the work, required for the installation of the Work or shipped to CRS, and Vendor agrees to advise all workers of the use of such products by Vendor in the performance under the PO.

d. **Failure to Operate Safely and Comply with Laws.** Vendor shall indemnify and hold harmless CRS for any costs and expenses CRS incurs as a result of Vendor's failure to operate safely and comply with such laws. Vendor shall promptly notify CRS of any of the following to the extent it results from or in any way is associated with the performance of the work under this PO: (1) any accident or occurrence involving damage to CRS or third-party property; (2) any illness or injury suffered by Vendor's personnel; or (3) any spills or releases of hazardous or toxic materials. Failure to comply with the requirements of this Paragraph 20 shall be a material breach of the Contract Documents.

21. **Non Discrimination in Employment.** Vendor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Vendor is on notice that CRS may utilize federal funding for the purchase of the goods and/or services under the PO. Vendor is therefore, unless otherwise exempt, deemed to have assumed the obligation of compliance, and has complied with, Executive Order 11246, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60, as well as the Armed Services Procurement Regulations (ASPR 12-802 and 12-803) as incorporated into and amended by the Defense Acquisition Regulation (DAR). Vendor further agrees to comply with the provisions of the Rehabilitation Act of 1973, as supplemented by regulations at 20 CFR 741 *et seq.*

22. **Shipments Across National Borders.** For all Purchase Orders requiring Vendor to pass goods and/or services across national borders, Vendor represents and warrants that it shall comply with all applicable laws and regulations of the U.S., foreign countries, and international bodies regarding customs, export and import as well as other laws regarding international actions, including but not limited to the U.S. Export Administration Regulations (EAR), Country and List-Based Sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC), the International Traffic in Arms Regulations (ITAR), and laws prohibiting bribery (such as U.S.

Foreign Corrupt Practices Act), all as may be amended from time to time. Vendor further agrees to provide, prior to the time of receipt of the good by CRS, the true and correct U.S. Export Classification Control Number (ECCN) for each good, or confirm that the good is controlled pursuant to the ITAR. Where required by the regulations, Vendor agrees to obtain the necessary export licenses from the U.S. Department of State or the U.S. Department of Commerce as appropriate. If the shipment is to be made to a person, organization or country subject to controls by OFAC, then Vendor agrees to maintain the risk of loss and to hold such shipments at no cost to CRS until it receives written authorization from CRS to make such shipments.

23. **Additional Certifications.** By any affirmative act pursuant to and in furtherance of the terms of this PO, Vendor certifies, represents and/or warrants the following:

a. **Debarment and Suspension.** Vendor certifies that neither it is nor its principals are presently excluded or disqualified from participation in this transaction by any U.S. Federal department or agency;

b. **Denied Nationals or Persons.** Vendor represents and warrants that it is not a national of or located in any country embargoed by the U.S. or on the *Specially Designated Nationals List, Denied Persons List* or any similar restricted lists maintained by the U.S.

c. **Anti-Terrorism.** U.S. Executive Orders and U.S. Law prohibit transactions with, and provision of resources and support to, individuals and organizations associated with terrorism. Vendor represents and warrants that it does not engage in or support, directly or indirectly, acts of terror. It is the legal responsibility of Contractor to ensure compliance with these orders and laws and to use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.

d. **Intellectual Property Rights of Others.** Vendor represents and warrants that neither any services nor any goods provided under the PO or on behalf of CRS shall infringe, misappropriate or otherwise violate the patent, copyright, trade secret or other intellectual property rights of any third party whatsoever, including but not limited to any U.S. or foreign Letters of Patent.

24. **Survival.** Paragraphs 6, 7, 10, 12, 14, 15, 17, 20 and 23 survive termination or expiration of the PO, in addition to any other provisions, which by their nature should or by their express terms do, survive beyond the termination or expiration of the PO.