

REQUEST FOR PROPOSAL

FY21 – FY23 Acknowledgement Program

RFP Number: US-2123

June 29, 2020

Procurement Contact:

Chris Stanley

chris.stanley@crs.org

ANTICIPATED TIMELINE

| Key Milestones | Date/Time |
|--|-------------------------|
| Issue Date | 06-29-2020 12:00 pm EDT |
| Vendor's Intention to Bid email submitted to CRS | 07-06-2020 11:59 pm EDT |
| Vendor Questions to CRS | 07-13-2020 11:59 pm EDT |
| CRS Response to Vendor clarification questions | 07-16-2020 12:00 pm EDT |
| Bid Due Date | 07-23-2020 11:59 pm EDT |
| Anticipated Contract Start Date | 07-30-2020 12:00 am EDT |




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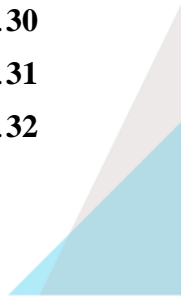
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Invitation to Participate

June 29, 2020

To Prospective Vendor:

You are invited to participate in this RFP to process our FY21 – FY23 Acknowledgment Program mailing. CRS is requesting a bid from your company to fully gauge technical capabilities and qualitative attributes.

As the procurement professional responsible for facilitating this process, the rules of engagement are for you to contact me via e-mail at chris.stanley@crs.org with questions related specifically to this RFP. Please follow the instructions provided in the document for your responses to the RFP. We look forward to working with you throughout this process and to receiving your bid.

Vendor must indicate its intention to bid on the services of this RFP by sending an email with complete information: Company Name, Address, Phone and Email Address to (Chris Stanley) on the date indicated in the *Anticipated Timeline* section of the cover page.

Sincerely,

Chris Stanley
Procurement Specialist

Organization Overview and Background

Catholic Relief Services was founded in 1943 by the Catholic Bishops of the United States to serve World War II survivors in Europe. Since then, we have 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.

Since its founding, CRS has been a leading international humanitarian agency. We partner with people, organizations, and governments around the world to end poverty, disease, hunger, and injustice—always based on need, not creed. We put our faith into action to help the world's poorest people create lasting change. Guided by the belief that we are all one human family, CRS invites you to witness what together can do.



Article 1. Statement of Work (SOW)

Throughout this RFP, language referring to Contract or Contractor(s) refers to any Contract awarded from this RFP. This RFP is not to be construed as a Contract or other binding obligation on CRS. Without limiting the above statement, the issuance of this RFP and the submission of the bid do not create any obligation upon CRS to buy goods or services from Vendor, or to enter any negotiations or binding legal relationship with any one or more Vendor.

1.1 Project Identification

1.1.1 Project Request

This project is for the printing and mailing of acknowledgments. The services will cover all the different components and scheduled dates mentioned in this Request for Proposal.

1.1.2 Project Expectations

The term of the agreement covers a three-year period; however, new project specifications (e.g. specific quantities, minor variations, etc.) for services performed under the agreement will be released each year. This will be denoted by the issuance of one (1) purchase order each year.

1.2 Scope of Work

1.2.1 Purpose

Catholic Relief Services seeks a vendor to process, print and mail our bi-weekly, monthly, and year-end acknowledgments in fiscal year 2021 to fiscal year 2023 (October 1, 2020 to September 30, 2023). Bi-weekly acknowledgment data will be sent to the vendor every Tuesday and Thursday (excludes holidays). Monthly data will be sent around the 10th of each month. Year-end data will be sent once, in the middle of January. Further details about each process are described below.

1.2.2 Project Specifications

Package #1 – Bi-weekly Acknowledgments

A. #10 WINDOW CARRIER (2 versions)

Quantity: 400,000

Stock: 24# White wove

Size: #10 standard left placement poly window

Colors: 1/1

Bleeds: No

B. #9 Wallet Flap BRE

Quantity: 400,000

Stock: 24# White wove

Size: #9 Wallet flap, with a perf across the flap at about 1 5/15" from the fold, and the gummed area just below the perf at about 1 3/16" from the fold.

Colors: 1/1

Bleeds: No

C. Letter/Reply (3 versions)

Quantity: 400,000 (These will be printed twice/year, 200,000 each time)

Stock: 60# offset white house sheet

Size: 8-1/2" x 14", personalized reply drives the package through the carrier window

Colors: 2/1

Bleeds: No

D. Data Processing

Quantity: 400,000 (approximately 5,000 - 12,000/week)

Vendor to retrieve CRS data from FTP site and provide:

1. Presort to 3/5 level and maximum postal discounts – not to include more than standard barcode. Please be advised that further discounts will be considered if cost savings is substantial.
2. Delivery Point Barcodes must appear in the address block.

E. Personalization

Quantity: 400,000 (approximately 5,000 - 12,000/week)

Laser front of letter form including name, address, donor ID, scanline, check digit, giving history. There are FIVE copy versions of letter.

F. Lettershop

Quantity: 400,000 (approximately 5,000 - 12,000/week)

Insert: 3 inserts (from back of OE): BRE, insert (will be shipped to you each month), letter/reply form to drive package

Affix: 1st Class Presort live stamp, bag, and deliver to USPS.

G. Freight

Send 10 samples packages of each package once a month to:

Catholic Relief Services

ATTN: Jason Freeman

6th Floor - Annual Giving

228 West Lexington Street

Baltimore, MD 21201-3443

Package #2 – Monthly Acknowledgments

H. #10 WINDOW CARRIER

Quantity: 60,000

Stock: 24# White wove

Size: #10 standard left placement poly window

Colors: 1/1

Bleeds: No

I. #9 Regular BRE (2 versions)

Quantity: 60,000

Stock: 24# White wove

Size: #9 (no flap)

Colors: 1/1

Bleeds: No

J. Letter/Reply (2 versions)

Quantity: 60,000 (These will be printed twice/year, 30,000 each time)

Stock: 60# offset white house sheet

Size: 8-1/2" x 14", personalized reply drives the package through the carrier window

Colors: 2/1

Bleeds: No

K. Data Processing

Quantity: 60,000/year (approximately 5,455/month, January excluded)

Vendor to retrieve CRS data from FTP site and provide:

1. Presort to 3/5 level and maximum postal discounts – not to include more than standard barcode. Please be advised that further discounts will be considered if cost savings is substantial.
2. Delivery Point Barcodes must appear in the address block.

L. Personalization

Quantity: 60,000/year (approximately 5,455/month, January excluded)

Laser front of letter form including name, address, donor ID, scanline, check digit, giving history. There are TWO versions of letter.

M. Lettershop

Quantity: 60,000/year (approximately 5,455/month, January excluded)

3 inserts: (from back of OE): BRE, insert (will be shipped to you each month), letter/reply form to drive package

Affix: 1st Class Presort live stamp, bag, and deliver to USPS.

N. Freight

Send 10 samples packages of each package each month to:

Catholic Relief Services

ATTN: Jason Freeman

6th Floor - Annual Giving

228 West Lexington Street

Baltimore, MD 21201-3443

Package #3 – Year-end Acknowledgments

O. #10 WINDOW CARRIER

Quantity: 55,000

Stock: 24# White wove

Size: #10 standard left placement poly window

Colors: 1/1

Bleeds: No

P. #9 REGULAR BRE (3 versions)

Quantity: 50,000

Stock: 24# White wove

Size: #9 (no flap)

Colors: 1/1

Bleeds: No

Q. Letter/Reply

Quantity: 50,000

Stock: 60# offset white house sheet

Size: 8-1/2" x 14", personalized reply drives the package through the carrier window

Colors: 2/1

Bleeds: No

R. Data Processing

Quantity: 55,000

Vendor to retrieve CRS data from FTP site and provide:

1. Presort to 3/5 level and maximum postal discounts – not to include more than standard barcode. Please be advised that further discounts will be considered if cost savings is substantial.
2. Delivery Point Barcodes must appear in the address block.

S. Personalization

Quantity: 55,000

Laser front and back of letter form including name, address, donor ID, scanline, check digit, giving history. There are FIVE versions of letter.

T. Lettershop

Quantity: 55,000

2 inserts: (from back of OE): BRE, letter/reply form to drive package

Affix: 1st Class Presort live stamp, bag, and deliver to USPS.

U. Freight

Send 10 samples packages of each package to:

Catholic Relief Services

ATTN: Jason Freeman

6th Floor - Annual Giving

228 West Lexington Street

Baltimore, MD 21201-3443

1.3 Bid Requirements

Listed below are print specs for the current Acknowledgment program. Bids must observe the following stipulations:

- a) Provide price breakdowns by component with a price per thousand AND an extended total for each item.
- b) Provide names and contact information for all third-party vendors, regardless of the level of their involvement.
- c) Do not substitute stock. If a requested stock is unavailable, offer a cost-effective alternative stock and identify it.
- d) Overruns, calculated on the basis of each print run, are NOT to exceed 10% on quantities up to 50,000; 5% on quantities of 50,001 to 100,000; 2% on quantities of 100,001 to 1 million; and 1% on quantities over 1 million, unless otherwise noted by CRS. Any quantity over these maximums must be calculated in your original pricing, as they will be at NO additional charge to CRS.
- e) Reflect potential cost for stock increases for the entire project (FY21-FY23) in pricing.
- f) Include breakdowns AND extended totals for ALL additional charges (e.g., AAs, plate changes, bluelines, color proofs, etc.) to indicate a COMPLETE price for EACH package. This should include your minimum charges (if any) for smaller test packages (25M, 50M) that have the same components as the control package, just different data.
- g) List charges (including minimums for various test quantities) for the following items:
 1. Data file conversion;
 2. Data pre-sorting;

3. Lasering/personalization (where the data is different, but in the same location on the reply as the control package);
4. Laser sign-offs;
5. Plate changes;
6. Minimum charge for AA's to printed copy;
7. Minimum charge for AA's to laser copy.

1.4 Other Project Information and Conditions

- The project awarded to the successful bidder will incorporate by reference the terms of this Request for Proposals and shall be subject to the Terms and Conditions on Annex A of this Request for Proposal.
- **Art:** Vendor will be emailed a Dropbox link containing all art files. Collected files will contain all Adobe In-Design 2020 documents, all needed fonts, and all graphics produced in Photo-Shop and/or Illustrator, as well as LOW-REZ PDFs of each component for reference.
- **Data:** Files are transferred electronically either from the CRS FTP site or transmitted to the Contractor's FTP site. Bi-weekly data is sent Tuesdays and Thursdays. Bi-weekly acknowledgments must mail 48 to 72 hours after data has been received and signoffs have been approved. Monthly data is sent around the 10th of the month. Year-end data is sent around the middle of January.
- **Letter Copy:** In bi-weekly acknowledgments, there are currently 5 letter versions. Monthly acknowledgments have 2 letter versions. Year-end acknowledgments have 5 versions. Bi-weekly and monthly letter versions are changed every month. CRS must receive and approve the letter format changes each month.
- **Signoffs:** We require a full set of 15 to 20 pdf laser signoffs for EACH package for EACH mailing. CRS also requires 10 to 15 finished samples of each package (bi-weekly samples can be once a month).
- **Invoicing:** An invoice for bi-weekly acknowledgments should be sent to CRS by the 10th of the following month. Separate invoices for monthly acknowledgments and year-end receipts should be sent to CRS no more than two weeks after mailing. Please include - CRS Job Number, CRS Job Name, CRS Contact Name (Jason Freeman) and Vendor Contact Name. Email invoice to jason.freeman@crs.org.

- **Escrow for Postage:** An escrow postage account will be used for these mailings. Vendor to provide escrow balance and amount of postage used on each invoice. Vendor is responsible for obtaining and processing any bulk mail related application(s) for your city.
- **Bid Specs:** Bid specs are listed per project. Bi-weekly, monthly, or year-end data will confirm final counts. CRS will pre-print art for each project once, or twice per year. Data processing, personalization and lettershop totals will be per year, though in actuality vendor will receive much smaller counts on a bi-weekly or monthly basis.

Article 2. Required Bidder Information

Bidder must provide the following required information. An authorized representative of the bidder must sign bids.

2.1 Bidder and Company Information

Bidder Response

| | |
|---|--|
| Company Name | |
| Address | |
| City, State, Zip | |
| Phone | |
| Email | |
| Website | |
| Business Structure (i.e. LLC, S corp, C corp) | |

2.2 Prior Experience/Brief Background

Brief background of the company and indicate the prior experience of your firm. Include sufficient details to demonstrate the relevance of this experience to the size and scope of the locations that you are bidding.

2.3 Successful and Unsuccessful Performance

Indicate in a summary a successful and unsuccessful performance you have had with any of your clients. See Annex G.

Article 3. Bid Process and Evaluation Criteria

3.1 Introduction

3.1.1 Questions & Answers

CRS will allow for questions via email if further if you need clarification so that there is a clear and concise understanding of the requirements. Submit all questions to the procurement specialist assigned as the sole point of contact for this RFP. CRS will answer all questions from participating bidders according to the date indicated in the timeline on the cover page. Any communication outside of this process may result in disqualification.

3.2 Award Process

3.2.1 Method of Evaluation

Each bid will be evaluated by CRS and awarded to the contractor that provides the most cost-effective bid that meets or exceeds the requirements of this RFP. The award will be given to the contractor who provides the services that is in the best interest of CRS.

3.2.2 Evaluation Criteria

The following chart represents the significant factors that will be considered in awarding the contract.

| | | Weight |
|----------|------------------------------------|---------------|
| 1 | Proposed Price | 40 |
| 2 | Technical (Capacity and Resources) | 25 |
| 3 | Quality Assurance/Customer Service | 25 |
| 4 | Background and Performance | 10 |
| | TOTAL | 100 |

3.2.3 Award Recommendation

CRS will recommend the award be made to the most responsive bidder who offers the best value.



Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any bidder will be allowed an opportunity to submit a Best and Final Offer.

3.3 Bid Details

3.3.1 Complete Bid

For consideration, each Bidder must submit a COMPLETE bid in response to this RFP. Each bid should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Prices and notations must be clearly typed or in black or blue ink. The following information must be included in all bids. Bidders must respond to all sections of the RFP. Failure to respond to every section in each Article could result in disqualification from the bidding process.

- a.** Statement/Scope of Work – Bidder must provide a bid based upon the specifications listed under the SOW. This is addressed by completing the itemized Bid Response worksheet, which will list all components to complete the work described in the *Scope of Work* section. (See Article 1)
- b.** Signed Bid Response Form. (See Annex B.)
- c.** Terms and Conditions – Bidder must include a signed copy indicating agreement to the CRS Terms and Conditions contained within the Agreement. (See Annex C.)
- d.** Certifications. (See Annex D.)
- e.** Financial Statements & Total Number of Employees, – Bidder must respond to each section. (See Annex E.)
- f.** Business Client References - Bidder must list three references (including name, phone, email, and address). List two of its clients where a similar scope of services is provided and list one client whom you recently lost. (See Annex F.)
- g.** Background and Performance (See Annex G.)

3.4 Submitting Bids

3.4.1 Bid Receipt

Email bids to the CRS procurement office by the due date specified on the cover page of this RFP. Bidders are responsible for submitting their bid to CRS on time.

Once a bid is submitted, it cannot be modified. Bids that are received after the specified due date cannot be considered unless; (a) all other bids received on time do not meet specifications, or (b) no other bids are received. If you are considering a late submission, please reach out to CRS for a determination if a late submission will be acceptable.

Bids must remain valid for a period of thirty (30) calendar days following submission (the “Validity Period”). If the bid is withdrawn during the Validity Period the vendor must notify CRS by emailing chris.stanley@crs.org.

BID PACKET CHECKLIST

Please submit the full bid (all Annexes stated below) to chris.stanley@crs.org by the *Bid Due Date, July 27, 2020*.

ANTICIPATED TIMELINE

| Key Milestones | Date/Time |
|--|-------------------------|
| Issue Date | 06-29-2020 12:00 pm EDT |
| Vendor's Intention to Bid email submitted to CRS | 07-06-2020 11:59 pm EDT |
| Vendor Questions to CRS | 07-13-2020 11:59 pm EDT |
| CRS Response to Vendor clarification questions | 07-20-2020 12:00 pm EDT |
| Bid Due Date | 07-27-2020 11:59 pm EDT |
| Anticipated Contract Start Date | 08-03-2020 12:00 am EDT |

| |
|--|
| <input type="checkbox"/> Annex B. Bid Response Form / Bid Response Worksheet |
| <input type="checkbox"/> Annex C. Acknowledgment of CRS Contract Terms and Conditions |
| <input type="checkbox"/> Annex D. Certifications |
| <input type="checkbox"/> Annex E. Financial Statements |
| <input type="checkbox"/> Annex F. Business Client References |
| <input type="checkbox"/> Annex G. Background and Performance |
| <input type="checkbox"/> Annex H. Exceptions or Requested Alternative Contract Provisions/Form (optional) |



ANNEX A

FORM OF CONTRACT

This annex provides prospect bidders a specimen of the Master Service Agreement which CRS intends to issue to the successful bidder for the Project. It contains the Terms & Conditions (“T&Cs”) which CRS considers to be essential and relevant to the contractual relationship between the parties.

Bidders are expected to familiarize themselves with these T&Cs and be prepared to be governed by them in substantially the form presented here. In submitting a proposal, a vendor who desires to request an exception to these T&Cs or desires to propose an alternative approach to a particular provision should identify such provision(s) and explain the rationale for the exception or alternative on Annex H.

MASTER SERVICE AGREEMENT

for

FY21 – FY23 Acknowledgment Program

October 2020 – September 2023

This Master Service Agreement (the “Agreement”), is entered into as of the [**Effective Date here**] (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 [**Vendor Name here**], (“Contractor”), (collectively referred to herein as “Parties” or singularly as “Party”).

The complete legal name of the Contractor is: [**Complete Legal Name here**]

Contractor, as a legal entity, is organized/incorporated in the State of [**State here**]

Contractor’s type of legal entity (e.g. LLC, Corporation) is: [**Type of Legal Entity here**]

Contractor’s Federal Employer I.D. Number or other TIN is: [**FEIN or TIN here**]

Contractor’s principal place of business is located at: [**Principal Business Address here**]

I. RECITALS

WHEREAS, the Acknowledgment Program project of Catholic Relief Services (“the Project”) is scheduled to print, assemble, and ship beginning October 2020 and be completed by September 2023, and

WHEREAS, CRS has issued a Request for Proposal (“RFP”) dated June 29, 2020, stipulating the nature of the services to be provided, the general specifications of the Project, and the Terms and Conditions under which a contract would be awarded, and

WHEREAS, Contractor has submitted a bid quote (the “Bid”) dated [**Enter Vendor Bid Date here**] which responds to the RFP, 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

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 Request for Proposal ("RFP") identified above
3. The Terms and Conditions
4. Any "Work Order" issued pursuant to the RFP and Bid
5. The Contractor’s Bid identified above

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 for a period of three (3) years, commencing October 1, 2020 and extending through September 30, 2023. The term of the contract shall commence with the issuance of the Agreement and terminate with the final performance of all of the elements of the RFP and CRS' final acceptance of the work and services performed.

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 in United States Dollar (USD) currency for services performed in accordance with the Terms and Conditions incorporated into the Agreement.

VI. MISCELLANEOUS PROVISIONS

CRS and Contractor acknowledge and agree that all of the Terms and Conditions of this Agreement are incorporated herein.

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.

VII. TERMS & CONDITIONS

1. PARTIES TO THE AGREEMENT

The Agreement governing the performance of the Project shall be awarded to the successful bidder ("the Contractor") selected by CRS using criteria established in its sole discretion. The parties to the Agreement are the Contractor and Catholic Relief Services - United States Conference of Catholic Bishops ("CRS"), a District of Columbia non-profit

corporation with its principal offices at 228 W. Lexington Street, Baltimore, MD 21201, each a "Party" and together "the Parties."

2. COMPONENTS OF THE AGREEMENT

The Agreement between the Parties incorporates by reference the terms of the Request for Proposal ("RFP") which stipulates the precise details of the Project (the "Services"), the bid pricing submitted by the Contractor, the Purchase Order ("P.O.") issued by CRS, and any adjustments made and agreed to in writing by the Parties.

3. CONTRACTOR'S SERVICES

Contractor represents and warrants that all Services performed under this Agreement will be performed to the satisfaction of CRS in a skillful, professional and workmanlike manner and will conform to the specifications set forth in the RFP and/or Purchase Order. Contractor will promptly correct any nonconformities and will notify CRS in writing that any such nonconformities have been corrected.

4. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the work as specified in the RFP and/or Purchase Order, CRS may: (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract pricing, based on established cost factors, or (2) have such required work done by another contractor or otherwise, and will have no obligation to the Contractor for any costs associated with the unsatisfactory work or service. Any discrepancies and deficiencies in the work that remain uncorrected after the date set for correction will be the necessary justification for a billing adjustment.

5. CANCELLATION FOR CAUSE

Whenever in the reasonable opinion of CRS the Contractor's Services are not satisfactory or timely, the Contractor shall be advised of the reasons in writing. If the Contractor fails to correct unsatisfactory conditions to CRS' satisfaction, CRS in its sole discretion, may declare the contract terminated, and will so advise the Contractor in writing. In such circumstances, CRS

only obligation to the Contractor shall be to pay for any satisfactory Services provided by the Contractor prior to the contract termination.

6. PAYMENT

Annual itemized "Pre-invoices" for work performed under the Purchase Order will be provided to CRS by the Contractor for review and approval prior to the issuance of the invoice for payment (the "Annual Final Invoice."). Any adjustments and/or corrections negotiated by the Parties shall be reflected in the Annual Final Invoice. No partial payments will be made, and payment will only be scheduled upon acceptance by CRS of the Annual Final Invoice.

It is understood and agreed by the Contractor that the CRS' payment terms shall be net 30 calendar days from the receipt of a Final Invoice.

7. WAREHOUSE

Contractor is required to warehouse all materials at no cost to CRS.

8. CRS PROPERTY

In the event that CRS has provided to Contractor any property for the Contractor's performance under a Purchase Order, the property of CRS shall remain the property of CRS and shall be safely stored in a manner to protect such property. Contractor 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 its use of or otherwise. In the event of damages to CRS property, Contractor will replace the property with an equivalent item or reimburse to CRS the value of the property, at the discretion of CRS.

9. FORCE MAJEURE

If performance by Contractor is prevented, restricted, interfered with or delayed by reason of Force Majeure, such as acts of God, epidemics, war, terrorism or riots, the Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, provided that the Contractor shall use its reasonable efforts to avoid or remove such

causes of nonperformance and shall continue performance whenever such causes are removed. Additionally, the Contractor shall promptly notify CRS 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 Contractor is unable to perform the services required under the Purchase Order when due, CRS may, upon five (5) days written notice, cancel the Purchase Order and shall not be liable to the Contractor for any services not already performed.

10. USE OF CRS' NAME & LOGO

Contractor may not use CRS' name, logo, or other trademark without CRS's prior written permission.

11. NO LEGAL PARTNERSHIP

Nothing in this Agreement is intended or shall be construed to create any agency, legal partnership, employment, or joint venture relationship between the Parties.

12. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless CRS and its Board, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of the performance of the work under this Agreement, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

13. WAIVER AND SEVERABILITY

The failure by CRS to invoke or enforce any provision of the RFP, Purchase Order, or this Agreement shall in no way be considered a waiver of such provisions or in any way affect the validity and future enforceability of same.

Any provision that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof

14. DISPUTE RESOLUTION

In the event that any claim, controversy, or dispute arises among the Parties, the dispute shall first be decided by good faith negotiations among the Parties' senior management within twenty (20) business days of receipt of notice of a dispute. In the event such dispute cannot be resolved by the Parties' senior management, the Parties agree to refer the matter to a third-party mediator for resolution. If the mediator is unable to resolve the dispute to the Parties' satisfaction within 30 calendar days of selection of a mediator or within such other time period as agreed to by the Parties, then the dispute may be heard by any court of competent jurisdiction.

15. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of Maryland, USA without reference to the conflicts of laws rules thereof. The Parties also agree that venue for any legal dispute arising out of or in relation to this Agreement shall be any court of competent jurisdiction in the State of Maryland.

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

Signature Page of Master Service Agreement

IN WITNESS WHEREOF, CRS and Contractor have caused this Agreement to be signed and delivered by their duly authorized representatives.

ON BEHALF OF CONTRACTOR:

By: **[Signature here]**

Name: **[Printed Name here]**

Title: **[Title here]**

ON BEHALF OF
CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC
BISHOPS:

By: **[Signature here]**

Name: **[Printed name here]**

Title: **[Title here]**

ANNEX B

BID RESPONSE FORM

Submitted by (Name): _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

The undersigned hereby submits the following bid for the
CRS Acknowledgment Program project.

**See next page for a snip of the Annex B. *Bid Response Worksheet* for each component. An
editable Excel worksheet will be provided as a separate attachment.**

Note Instructions:

- Insert the 'Unit Cost' ONLY. The 'Price' and 'Total' will automatically calculate.
- Insert your company name at the bottom of the worksheet, [Vendor Name].

Catholic Relief Services

Bid Due by: July 23, 2020

Chris Stanley

228 W. Lexington St.

(410) 951-7349

Procurement Specialist

Baltimore, MD 21201

chris.stanley@crs.org

FY21 - FY23 Acknowledgment Program

Instructions:

Insert the 'Unit Cost' ONLY. The 'Price' and 'Total' will automatically calculate. Insert your company name at the bottom of the worksheet, [Vendor Name].

| Component | Description | Qty (EA) | Unit Cost | Discount | Price (USD) |
|-------------------------|--|----------|-----------|----------|-------------|
| A. #10 Window Carrier | Stock: 24 # White wove Size: #10 standard left placement | 400,000 | \$ - | | \$ - |
| B. #9 Wallet Flap BRE | Stock: 24 # White wove Size: #9 Wallet flap, with a perf | 400,000 | \$ - | | \$ - |
| C. Letter/Reply | Stock: 60 # offset white house sheet | 400,000 | \$ - | | \$ - |
| D. Data Processing | Vendor to retrieve CRS data from FTP site and provide: | 400,000 | \$ - | | \$ - |
| E. Personalization | Laser front of letter form including name, address, donor | 400,000 | \$ - | | \$ - |
| F. Lettershop | Insert: 3 inserts (from back of OE): BRE, insert (will be shipped | 400,000 | \$ - | | \$ - |
| G. Freight | Send 10 samples packages of each package once a month to: | 1 | \$ - | | \$ - |
| H. #10 Window Carrier | Stock: 24 # White wove Size: #10 standard left placement | 60,000 | \$ - | | \$ - |
| I. #9 Regular BRE | Stock: 24 # White wove Size: #9 (no flap) | 60,000 | \$ - | | \$ - |
| J. Letter/Reply | Stock: 60 # offset white house sheet | 60,000 | \$ - | | \$ - |
| K. Data Processing | Vendor to retrieve CRS data from FTP site and provide: | 60,000 | \$ - | | \$ - |
| L. Personalization | Laser front of letter form including name, address, donor | 60,000 | \$ - | | \$ - |
| M. Lettershop | 3 inserts: (from back of OE): BRE, insert (will be shipped to you | 60,000 | \$ - | | \$ - |
| N. Freight | Send 10 samples packages of each package each month to: | 1 | \$ - | | \$ - |
| O. #10 Window Carrier | Stock: 24 # White wove Size: #10 standard left placement | 55,000 | \$ - | | \$ - |
| P. #9 Regular BRE | Stock: 24 # White wove Size: #9 (no flap) | 50,000 | \$ - | | \$ - |
| Q. Letter/Reply | Stock: 60 # offset white house sheet | 50,000 | \$ - | | \$ - |
| R. Data Processing | Vendor to retrieve CRS data from FTP site and provide: | 55,000 | \$ - | | \$ - |
| S. Personalization | Laser front and back of letter form including name, address, | 55,000 | \$ - | | \$ - |
| T. Lettershop | 2 inserts: (from back of OE): BRE, letter/reply form to drive package | 55,000 | \$ - | | \$ - |
| U. Freight | Send 10 samples packages of each package to: | 1 | \$ - | | \$ - |
| Bid Subtotal | | | | | \$ - |
| Tax Rate | | | | | |
| Sales Tax | | | | | \$ - |
| Postage | | | | | \$ - |
| Deposit Received | | | | | |
| TOTAL | | | | | \$ - |

Key:

EA = Each

Submit bid to the CRS procurement specialist by the date specified above.

This bid sheet is for the express use by [Vendor Name] and Catholic Relief Services ONLY.

Disclosing any non-public information related to procurement to a third party is strictly prohibited. All procurement related information provided to CRS by bidders during the procurement process must be treated confidentially and not be disclosed to other bidders or to any other third party. Employees participating in the procurement process must not disclose information related to provider quotes, bids/proposals, or other sensitive information to any co-worker without a specific business reason to know.

ANNEX C

Acknowledgment of CRS Contract TERMS and CONDITIONS

I _____ in representation of _____ hereby accept and agree
(authorized name) **(company name)**

to the terms and conditions of the Agreement for the CRS Acknowledgment Program project to be carried out for Catholic Relief Service, located in Baltimore, Maryland, if awarded the contract.

Signed: _____

Name: _____

Date: _____



ANNEX D

CERTIFICATIONS

Submitted by (Name): _____

Company Name: _____

Documents to submit (if applicable):

Please separately attach all applicable documents and label them as “Annex D. Certificate of Insurance,” “Annex D. Quality Certifications,” “Annex D. Industry Certifications,” and “Annex D. Safety Certifications,” respectively.

Please check () the boxes below for documents you are including with this bid.

- Certificate of Insurance (Mandatory)
- Quality Certifications (Optional)
- Industry Certifications (Optional)
- Safety Certifications (Optional)

ANNEX E

**FINANCIAL STATEMENTS
&
TOTAL NUMBER OF EMPLOYEES**

Submitted by (Name): _____

Company Name: _____

A. Documents to submit for the last annual period or fiscal year (Please submit all the requested documents).

- Income Statement or Profit & Loss Statement
- Cash flow Statement
- Balance Sheet
- Bank Letter (indicating years as a client, type of accounts)

B. Number of employees in the company: _____

ANNEX F

BUSINESS CLIENT REFERENCES

Submitted by (Name): _____

Company Name: _____

List three references

- Two clients where a similar scope of services is/was provided.
- One client whom you recently lost.

Client 1

Name:

Phone:

Email:

Mailing Address:

Client 2

Name:

Phone:

Email:

Mailing Address:

Lost Client

Name:

Phone:

Email:

Mailing Address:

ANNEX G

BACKGROUND and PERFORMANCE

Submitted by (Name): _____

Bidder Response

| | |
|---|--|
| Company Name | |
| Address | |
| City, State, Zip | |
| Phone | |
| Email | |
| Website | |
| Business Structure (i.e. LLC, S corp, C corp) | |

Bidder Response: (Please insert your responses within questions A through E 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. (Explanation should contain 250 to 500 words.)
- B. **Successful Performance:** Please describe a successful performance for a client. (Explanation should contain approximately 250 words.)
- C. **Unsuccessful Performance:** Please describe an unsuccessful performance for a client. (Explanation should contain approximately 250 words.)
- D. **Quality Assurance/Customer Service:** How do you verify staff does the work adequately for delivery of the service? How do you evaluate performance and corrective actions? What is your plan for addressing complaints and achieving customer satisfaction?



E. **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 providing the service?
2. **Contingency Phase:** What are your contingency plans and how do you plan to carry them out if any unforeseen circumstance arise that can cause disruption in the service (e.g., employee absence, equipment failure, supply shortage, weather conditions, pandemic)?



Annex H

Exceptions or Requested Alternative Contract Provisions/Form. (optional).

