Date Issued: 5/6/2021
Solicitation Number: US1740.05.2021
For: The Feed the Future Global Supporting Seed Systems for Development
Funded By: Feed the Future through the Bureau of Resilience and Food Security (RFS) and by USAID through the Bureau for Humanitarian Assistance (BHA)
Proposal Deadline: 5/31/2021

Overview S34D
The Feed the Future Global Supporting Seed Systems for Development activity (S34D) 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 (CP’s): 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 (LOA) 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 each of the 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). This integrated approach is further strengthened by cross-cutting IRs that seek to improve policies and practices that support pluralistic seed systems, rather than focusing on individual parts of each system. The current activity focuses on the intersection of formal and informal seed systems.

Background:
Forages play a catalytic role in bridging gaps between crop and livestock sub-sectors. Increased livestock productivity is key for adapting and absorbing recurrent weather-related shocks and working towards building a transformative capacity in the long term for geographies with high livestock population and where continuous crop production is not viable. Research shows the increased importance of cultivated forages in reaching livestock productivity potentials (Ethiopia MoA Feed Strategy (2020); Peters et al (2001)1). There are several ongoing efforts to tackle increase quality animal feed in the country and increase livestock productivity for Ethiopia. However, there are no comprehensive metrics for decision and policy-makers to review and assess growth in the sub-sector. Therefore, it would be good for research and development partners, private sector investors, and governments to have a better understanding of the trends in the forage sub-sector to invest in appropriate areas that enable inclusive agricultural transformation. More information about this less explored area will support discussions around making the right decisions and enable effective measurements to gauge developments. Currently there are no seed indices that focus on forage seeds, which are very different from crop seeds and less studied. This activity will fill in that gap

Scope of Work (SOW)
As background, CRS has conducted an in-depth research into the current existing seed metrics – TASAI, ASI, and World Bank’s EBA. CRS has a well-established knowledge set on which we will build off the current activity – especially the framework.
The goal of this consultancy is to develop a framework suited to summarize forage seed data and

informatics so decision-makers and policy-makers could assess whether cultivated forage seed subsector is progressing to achieve the set targets. The consultant will support, CRS in developing this framework.

To meet this goal, the consultant will execute the following tasks.

1. Support CRS in developing the forage seed metric framework; In FY2019, CRS undertook a research study to assess the comparative advantage of the three key seed system metrics that exist: TASAI; World Bank’s EBA, and ASI. CRS had developed a set of recommendations to improve the existing metrics and create new ones to fill in gaps. Leveraging the work that was done in FY2019, CRS would like to develop a similar but simple framework catered for the forage seed sub-sector. The Consultant will support CRS to develop this framework.

2. Once the framework is developed (#1 above), the Consultant will lead the coordination and collaboration on the ground to collect information to populate the chosen metrics in #1. Use primary, secondary, and grey literature.

3. Develop a forage seed system Policy Brief based on S34D’s FY20 activities. The text of the brief is no more than 8 to 10 pages. The policy brief will comprise the policy implications uncovered during the FY20 studies and help facilitate discussions among various stakeholders. Support in preparation of validation, dissemination, and finalization of the forage seed dashboard and the policy brief. Our goal is to serve stakeholders with the informatics that aid with such decision-making. As much as possible, data and information will be disaggregated by sex and age (wherever applicable).

The outputs of this activity are a forage-seed informatic tool developed and shared in the public domain, and one policy brief on forage seed subsector to facilitate dialogues among stakeholders. The audience is national governments, institutions, and partners in Ethiopia. The lessons will be shared with policymakers, donor partners (such as USAID, BMGF, GIZ etc.) and regional players such as AGRA-PIATA.

**Deliverables:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverables</th>
<th>Location</th>
<th>Due date</th>
<th>Max. no. of days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Support CRS in developing the forage seed metric framework. CRS will provide the research done in FY2019, including the recommendations.</td>
<td>Framework established</td>
<td>Remote</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>2. Lead the coordination and on the ground facilitation to collect information to populate the chosen metrics in #1. Use primary, secondary, and grey literature. CRS will provide literature review and consult on stakeholders for both primary and secondary data elements.</td>
<td>Dashboard populated</td>
<td>Field/remote</td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>3. Develop a forage seed system Policy Brief based on S34D’s FY20 activities. CRS will lead on developing the annotated outline for the Consultant to populate. CRS will also provide documents and reports of the studies conducted under FY20 to leverage on in order to write-up the Policy Brief.</td>
<td>1 Policy Brief of publishable quality between 8-10 pages.</td>
<td>Remote</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>
4. Prepare for the dissemination of forage seed dashboard and Policy Brief; CRS will lead the dissemination efforts with support from the Consultant. The Consultant will produce final drafts of the dashboard and Policy Brief after incorporating comments and feedback received from the dissemination workshop.

<table>
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<tr>
<th>All outputs finalized and delivered to CRS</th>
<th>Remote</th>
<th>3</th>
</tr>
</thead>
</table>

**Communication**

During the procurement process which includes both the solicitation and evaluation stages all communications will be directed to the Procurement Specialist Kathleen Mackin (kathleen.mackin@crs.org). Only upon award, can communication between selected bidder and Program Staff can commence.

**Clarifications**

Questions must be submitted via e-mail to kathleen.mackin@crs.org no later than close of business May 17th, 2021. The solicitation number indicated above must be included in the subject line. Responses will be provided to all known offerors. CRS is under no obligation to respond to questions that are not received prior to the aforementioned deadline.

**Proposal Deadline**

All proposals must be received by CRS (to kathleen.mackin@crs.org) no later than [11:59 PM for electronic submission] May 31st, 2021. The solicitation number indicated above must be included in the subject line. All

**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 engaging a single independent contractor/company in a single fixed price contract.

Any resulting contract will be subject to the terms and conditions contained in Annex A – Form of Contract

**Payment Terms**

Payment will be made according to milestones as expressed in the final contract signed by both CRS and the consultant.
Proposal Guidelines and Instructions

Offerors will be required to submit two proposals, electronically, one a technical proposal and the other a cost proposal. All proposals must be signed and valid for a minimum of ninety (90) days.

Your proposal should provide basic information about your Company/Individual and relevant service offerings. It should have a section addressing each of the following areas:

(a) Company/Individual Profile
(b) Qualifications
(c) Past Experience
(d) Technical Approach (offeror will be evaluated based on their responsiveness to the Scope of Work)
(e) References
(f) Relationship disclosure and mitigation plan

Responses should include the following information and speak to the bidder’s ability to meet the criteria listed.

1. Technical Proposal
   a. Company/Individual Profile
   b. Qualifications
   • Doctoral degree in Economics, Plant Biology, Law and Economics, Regulation or Policy, Seed Systems, Agriculture or another equivalent field.
   • Must be an Ethiopian national with strong familiarity and working relationships with the government partners and seed unit within the MoA, Ethiopia.
   • Must demonstrate knowledge of seed policies, laws, and regulations in Ethiopia.
   • Excellent in-country knowledge and information on current seed policies in Ethiopia.
   • Superb collaboration skills to work with a diverse set of partners.
   • Must be fluent in English and Amharic.
   c. Past Experience
   • Evidence of peer-reviewed publication pertaining to seed systems.
   • Demonstrated publication record in seed related articles.
   • At least 15 years’ experience working in seed systems.
   d. Technical Approach
   • Proposal illustrating the technical approach to demonstrate the team’s capability in relation to the Scope of Work.
   e. References
   • Submit three (3) client references for each key member of the proposed client service team or for the organization
f. **Relationship disclosure**

- Describe any current or past relationships your organization may have with CRS, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how this risk will be mitigated.
- Describe any personal or familial relationships any employee of the Contractor has with any employee of CRS. If there is a relationship, please explain how any conflict of interest risk will be mitigated.
- *Disclosure does not automatically disqualify offeror.*

Per ADS 201.3.5.14, all team members will be required to provide to CRS and USAID a signed statement attesting no conflict of interest or describing an existing conflict of interest relative to the project or activity being evaluated (i.e., a conflict of interest form).

2. **Cost Proposal**

The cost proposal should be inclusive of all anticipated costs as the financial evaluation will be based on total fixed cost.

Offerors financial proposal should include the following:

- **Budget**
  - Summary of costs
  - Wages
    - LOE in days
    - Daily Rate
  - Travel, Visas, Transportation, Per Diem
  - Other Direct Costs
  - Indirect Costs

- **Budget Narrative**
  - Definitions
  - Cost Assumptions

**Evaluation Criteria**

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

- The first stage will consider the completeness of the bid submission.
- The second stage will evaluate the Technical Proposal.
- The third stage will evaluate the Cost Proposal for proposals that pass the Technical Proposal evaluation.

After the three stages of evaluation, due to the complexity of the project, finalists could be invited to interview with the Program Manager.

The evaluation of each **technical proposal** will be scored by a committee in accordance with the
The evaluator will tally all the individual scores for each section and calculate the average score. The total average scores will be added to obtain the total points achieved by the individual bidder.

The score for the cost proposal will be calculated in the following manner:

Cost proposal score = 100 x Lowest Proposed Cost / proposed cost under consideration. The lowest proposed cost will receive the full 100 point.

The total score will be calculated as follows:

**Total Score** = Technical proposal score of the proposal under consideration multiplied by 80% plus (+) Cost proposal score of the proposal under consideration multiplied by 20%.

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 dually signed and executed with the winning offeror.

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

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

**Agreement**

Any resulting consulting agreement will be subject to the terms and conditions contained in Annex A.

*Due to Covid-19, the consultant is required to adhere to Covid-19 restriction from USAID, CDC and WHO. CRS will provide regular Covid updates to the consultant. Any potential domestic travel will require prior authorization from CRS.

Thank you,

Kathleen Mackin

Procurement Specialist
Catholic Relief Services
This CONSULTING AGREEMENT (the “Agreement”) is entered into as of , 20 , between CRS - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS (“CRS”) and (“Consultant”). In consideration of the mutual covenants and promises set forth below, CRS and Consultant agree as follows:

Article I
DUTIES AND TERMS

1. Scope of Services. CRS hereby engages Consultant to perform consulting services, as set forth in the attached Scope of Work (the “Services”), on the terms and conditions described in this Agreement. Consultant hereby accepts the engagement as a consultant to CRS and agrees to provide the consulting services set forth in the Scope of Work on the terms and conditions described in this Agreement.

2. Independent Contractor. Consultant shall provide services under this Agreement as an independent contractor, and not as an employee or agent of CRS or any subsidiary or affiliate of CRS (collectively, a “CRS Entity”). Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Consultant and any CRS Entity.

3. Term of the Agreement. The term of this Agreement (the “Consulting Period”) shall be determined by the Start and End dates indicated in the Project Information section of the Consultant Requisition, which is attached hereto and incorporated to this Agreement by reference. The Agreement may be terminated before the end of the Consulting Period only in the circumstances described in Article IV. In the event that CRS and the Consultant wish to extend this agreement beyond the expiration date, the parties will mutually agree in writing to the extension prior to the End date. Absent such written agreement, the Agreement will automatically expire on the End date.

4. Time and Attention. Consultant shall devote such time and attention to Consultant’s duties under this Agreement as may be necessary to discharge the duties properly, and Consultant shall exert Consultant’s best efforts in the performance of the duties. Consultant shall not be subject to a fixed work schedule, but shall be available, consistent with Consultant’s personal needs and other commitments, to provide the services set forth in the Scope of Work during the Consulting Period. Notwithstanding this section, with regard to any
and all dates and time periods set forth or referred to in this Agreement, the attached Scope of Work and the attached Consultant Requisition, time is of the essence.

2. **Business Activities.** Consultant’s services under this Agreement shall not cause Consultant to be directly involved in the business operations of CRS. Consultant shall have no responsibility for the day-to-day management of any CRS Entity, nor shall Consultant supervise, or be supervised by, personnel of any CRS Entity. Consultant shall have no authority to execute any document or enter into any contract on behalf of a CRS Entity, or to bind a CRS Entity in any relationship with a third party.

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

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

**Article II**

**COMPENSATION AND EXPENSES**

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

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

**Business Expense.** Consultant may hire at Consultant's own expense, without prior approval of any CRS Entity, any assistants or other personnel necessary to enable Consultant to provide services under this Agreement. Consultant shall be responsible for any
such business expense incurred by Consultant in connection with the performance of services under this Agreement. CRS shall not reimburse Consultant for any such business expense.

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

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

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

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

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

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

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

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

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

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

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

**Article IV**

**PERFORMANCE AND TERMINATION**

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

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

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

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

**Article V**

**FORCE MAJEURE**

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

**Article VI**

**INDEMNIFICATION AND LIMITATION OF LIABILITY**

1. Consultant shall and does hereby indemnify, defend and hold harmless CRS, its affiliated entities, successors and assignees and their respective officers, directors, managers and employees from and against any and all claims for damages for personal injury or property damage, or any other claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and
or are related to any breach or failure of Consultant to perform any of the representations, warranties and agreements contained in this Agreement.

Article VII
NOTICES

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

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

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

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

Article VIII
ENTIRE AGREEMENT

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

Article IX
MISCELLANEOUS

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

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

APPLICABLE LAW

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

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

CRS: Date

By:
Authorized HQ Global Supply Chain Management Unit Signature

Printer Name

Title

Consultant

Print Name
Additional Required Clauses

I. General
   1. CRS received award #[NUMBER] dated [DATE] (the “Award”) from the United States Agency for International Development (the “Donor”) for the implementation of a program entitled “[PROGRAM NAME]”. The Consultant understands and acknowledges that the Donor is the source of CRS’ funding for this Agreement and that the Donor’s regulations and other requirements (collectively, the “Regulations”) apply to the Consultant’s performance under this Agreement. The Consultant agrees to comply with the Regulations, including, but not limited to the applicable provisions of 2 CFR 200, 22 CFR 228 and the Mandatory and Required as Applicable Standard Provisions for U.S. Nongovernmental Organizations (the “Standard Provisions”). The Regulations are incorporated herein by reference and constitute an integral part of this Agreement. In particular, the Consultant understands and acknowledges the applicability of the following selected Regulations.

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

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

   2. Each of CRS and the Donor and its respective representatives shall have the right to monitor and inspect activities related to this Agreement. In addition, the Consultant shall provide right of access (the “Right of Access”) to the Records and any other documents or papers of the Consultant which are pertinent to the Consultant’s performance under this Agreement to the Donor, Inspectors General, the Comptroller General of the United States and CRS, or any of their authorized representatives, in order to make audits, examinations, excerpts and transcripts. The Right of Access also includes timely and reasonable access to the Consultant’s personnel for the purpose of interview and discussion related to such documents. The Right of Access is not limited to the Record retention period required under this Agreement and applicable law but lasts as long as the Records are retained. The Right of Access, regardless of whether exercised, does not relieve the Consultant of its obligations under this Agreement. The right of access set forth in sentence four of Article II.4 is superseded by this provision.

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

2. As a condition of receipt of this Agreement, marking with the USAID Identity of a size and prominence equivalent to or greater than CRS’, the Consultant’s, other donor’s or third party’s is required. The Consultant shall mark and brand its work performed under this Agreement and any public communications in accordance with CRS’ additional written instructions.

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

V. Debarment, Suspension, Ineligibility and Voluntary Exclusion (June 2012)
1. The Consultant certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in United States Federal assistance programs or activities.

VI. Other Clauses
1. The Consultant shall not violate any applicable sanctions program or related law, including, but not limited to, the sanction regulations promulgated by the United Nations and the U.S. Government.

2. Pursuant to 2 CFR 200.112 (Conflict of interest), the Consultant shall disclose in writing any potential conflict of interest to CRS in accordance with applicable Donor policy. In addition, the Consultant shall comply with the whistleblower protections provided by applicable law, including, but not limited to, 41 U.S.C. 4712.

3. Pursuant to 2 CFR 200.113 (Mandatory disclosures) and the requirements of the Donor set forth in the Award, the Consultant shall disclose in writing to CRS all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting this Agreement. The Consultant must make this disclosure to CRS no later than thirty (30) calendar days after the date on which the Consultant becomes aware of such a violation.

4. The Consultant certifies, to the best of its knowledge and belief, that no funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the making of any Federal cooperative agreement, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. The Consultant shall require that the language of this certification be
included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subawardees shall certify accordingly.

5. The Consultant agrees to comply with the requirements of 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).

VII. The Standard Provisions

The following tables list the titles of the Standard Provisions (version: file name 303maa_11192020 dated 11/19/2020). The applicability of each Standard Provision to this Agreement is indicated next to its title. The full text of the Standard Provisions is available at the USAID website (https://www.usaid.gov/ads/policy/300/303maa) and a copy of the Standard Provisions is available from CRS upon request. The Consultant agrees to comply with the terms of the Standard Provisions that apply to this Agreement as set forth below.

All references to “grantee,” “recipient” or similar terms shall be deemed to refer to the Consultant and all references to “Federal Subgranting agency,” “Grant Officer,” “Agreement Officer,” “Agreement Officer Representative,” “USAID,” “the Government” or similar terms shall be deemed to refer to CRS. In replacing these references as set forth above, inconsistencies may develop between the terms and conditions of this Agreement and the Standard Provisions. In the event of any such inconsistencies, the terms and conditions of this Agreement shall control.

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<tr>
<td>M8</td>
<td>USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)</td>
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<td>M13</td>
<td>MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)</td>
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<td>TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)</td>
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<td>OCEAN SHIPMENT OF GOODS (JUNE 2012)</td>
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<td>TRAFFICKING IN PERSONS (APRIL 2016)</td>
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<td>LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)</td>
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<td>M24</td>
<td>PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS</td>
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## PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

**Applicable**

## MANDATORY DISCLOSURES (NOVEMBER 2020)

**Applicable**

## NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

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<td>CONDOMS (ASSISTANCE) (SEPTEMBER 2014)</td>
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<td>The Consultant agrees that this Standard Provision is not applicable because condoms are not part of the work funded under this Agreement.</td>
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<td>RAA17</td>
<td>PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)</td>
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<td>If applicable, the Consultant shall not provide any post-exposure pharmaceutical prophylaxis or condoms in performing the work under this Agreement.</td>
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