Request for Proposal – RFP #US837.11.2020

Dear Sir or Madam,

Catholic Relief Services (CRS) is issuing a Request for Proposals (RFP) for a Global Android Phone Supplier (sales, support and peripherals) to support CRS Country Programs worldwide. The attached RFP contains all of the necessary information for interested bidders.

Companies or organizations may indicate their interest in submitting a proposal for the anticipated contract by sending an email indicating their intention to Catholic Relief Services, Attn: Michele Dockery, 228 W. Lexington St, Baltimore, MD 21201 by November 30, 2020, reference RFP # US837.11.2020.

CRS realizes that Bidders may have additional questions after reading this RFP. Interested Bidders can submit their questions to: michele.dockery@crs.org according to the instructions in the RFP.

This RFP does not obligate CRS to execute a contract nor does it commit CRS to pay any costs incurred in the preparation and submission of the proposals. Furthermore, CRS reserves the right to reject any and all offers, if such action is considered to be in the best interest of CRS.

Sincerely,

Michele Dockery
Request for Proposals

**RFP #US837.11.2020**
Global Android Phone Supplier
(sales, support, and peripherals)

Contracting Entity: Catholic Relief Services (CRS)
228 W Lexington St
Baltimore, MD 21201
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Section I. General Information

1.0 Introduction & Purpose

Catholic Relief Services (CRS), an international not-for-profit non-governmental organization founded in 1943 by the Catholic Bishops of the United States to serve World War II survivors in Europe. Today, it is the official international humanitarian agency of the U.S. Catholic community. It provides support to impoverished and disadvantaged people in over 100 countries overseas 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 of the world. CRS works with individuals, dioceses, parishes, schools and organizations throughout the United States to offer Catholics at home concrete ways to contribute to the progress of the world by helping the poorest and most vulnerable overseas.

1.1 Objective

The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide Android phone vendors an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of CRS offices worldwide.

The Android market for mobile devices and tablets is ever-changing, making it difficult for CRS to predict and manage our Android phone needs. Due to this volatile environment, it is difficult for CRS to internally maintain a listing of available devices that meet our specifications and can be tested and sourced in the countries we work. CRS is seeking a provider who can offer a viable solution based on the regions and countries in which we serve and the platforms which we run. Providers would be required to recommend, manage, fulfill, configure, maintain, and responsibly dispose of this equipment at the end of its useful life.

It is intended that one (1) contract [Framework Agreement] will result from this Solicitation. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of CRS, or such other date as CRS and the Contractor shall agree. The initial term of the Contract is anticipated to start on or around February 12, 2021 through February 12, 2023.

1.2 Questions

Questions must be submitted in writing via email and reference RFP #US837.11.2020. Questions are due by December 4, 2020. Inquiries will receive a written reply. Copies of replies will be sent to all other offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as outlined. Late proposal
submissions will not be accepted. The time on the “sent” email from the Proposer will be used to determine timeliness.

1.3 Offer Deadline

The deadline for receiving proposals is January 8, 2021. Bidders shall submit their proposals by email only to: Email address: michele.dockery@crs.org.

Email headers must include RFP reference number: RFP #US837.11.2020 – Global Android Phone Supplier

Bidders are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

1.4 Bidding Cost

Bidders are solely responsible to carefully examine all provisions of this RFP. Failure to do so will be at the bidder’s sole risk and expense. Any patent ambiguities or inconsistencies in the RFP will be resolved against a bidder if it fails to seek clarification of the same prior to award.

1.5 Submission of Offers

Separate technical and financial proposals must be submitted by email no later than the time and date specified in I.1.3. The proposals must be submitted to the point of contact designated in I.1.3.

The Bidder must submit the proposal electronically compatible with Adobe Portable Document (PDF) and MS Excel format in a Microsoft XP environment. Bidders must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment. All bids must be in the English language. Proposals must follow the numerical order of requirements as presented within this RFP. Individual sections must be identified with the corresponding numbers and headings used herein. Responses must also include a corresponding table of contents.

Bids may not be altered, corrected, supplemented or withdrawn after the Last Bid Receipt Date, except that CRS, at its sole discretion, may permit correction of arithmetic errors, transposition errors, or other clerical or minor mistakes. Other than the mistakes listed in the previous sentence, no mistakes alleged by a bidder after the Last Bid Receipt Date will be permitted to be corrected. Nevertheless, if deemed necessary, CRS may ask, in writing, a bidder for clarification or explanation.

1.6 General Requirements

CRS anticipates issuing a contract to a successful bidder which can supply android device sales, support, and peripherals to CRS offices worldwide. The vendor must have a proven track record of successful management, based on information and references provided and
the ability to test selected devices for compatibility with customer standard management platforms (AirWatch, Microsoft Intune) and mobile applications.

The Bidder must verify that it does not appear on:

1) The website of the System for Award Management (SAM) formally known as the Excluded Party List System (EPLS): https://www.sam.gov;


4) Ineligible Equipment or Services:

    Any offer for the supply of the following will be not be eligible for consideration:

    i. Telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

    ii. Any other telecommunications or video surveillance provider produced or provided by an entity that the U.S. Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

1.7 Conflict of Interest, Anti-bribery and Anti-Corruption Statement

Our CRS values and guiding principles commit us to avoid conflict of interest, and to never accept any form of fraud or corruption in compliance with operational regulations.

It is the policy of CRS that no vendor shall take any action or make any statement intended to influence the action of a CRS employee, to benefit the personal interest of the employee or the employee’s family members, rather than the interest of the agency.

CRS employees shall not solicit, request, accept, or agree to accept any significant gift from a CRS partner or prospective partner. A significant gift is defined as any tangible item, service, favor, credit, or discount of value, not available to others, that could influence decisions and actions. No monies are to be accepted as a personal gift for any reason whatsoever.

1.8 Source of Funding

Any contract resulting from this RFP will be financed by CRS’ own resources, foundations,
and other sources.

1.9 Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Bidders must strictly follow these deadlines.

RFP published: November 20, 2020

Intention to bid: November 30, 2020

Deadline for written questions: December 4, 2020

Question responses: December 11, 2020

Proposal due date: January 8, 2021

Contract award (estimated): February 12, 2021

The dates above may be modified at the sole discretion of CRS. Any changes will be published in an amendment to this RFP.

1.10 Validity Period

Bidders’ proposals must remain valid for 90 calendar days after the proposal deadline.

1.11 Negotiations

CRS reserves the right to conduct post-iterative negotiations.

1.12 Amendments.

If at any time prior to award, CRS determines there to be a need for a significant modification of the provisions of the RFP, CRS will issue a written amendment to all potential suppliers. No oral statement of any person shall, in any manner, be deemed to alter or otherwise affect any term or condition of this solicitation, and no supplier shall rely on any such statement.

1.13 Rejection or Award.

CRS reserves the right to reject any and/or all proposals for any reason. CRS also reserves the right to accept any tender in whole or in part and to contract on any of the terms offered or on different terms. CRS reserves the right to make no award at all.

Upon award and execution of a contract under the RFP, CRS will notify unsuccessful bidders. CRS will not be bound by any award notice issued under this RFP until a contract is duly signed and executed with a bidder.
1.14 Protest

Bidders agree that any protest to this request for proposals must be presented in writing with a full explanation of the Bidders' concerns to CRS for consideration. At its sole discretion, CRS will make a final decision on the protest.

1.15 Confidentiality

The contents within this document are considered confidential and should be shared with relevant members of your team (staff, consultants or advisors) on a need to know basis. Bidders are responsible for any breaches originating from their Team.

Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

1.16 Evaluation and Basis for Award

A framework agreement will be executed with the Bidder whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, and which is determined to represent the best value to CRS. This framework agreement would be for future, undefined purchases.

Specify length, start date, and end date of the contract, and the options for renewal.

All proposals submitted in response to this RFP will be evaluated by CRS/Global Supply Chain Management (GSCM) personnel. GSCM will judge the merit of proposals received in accordance with the evaluation criteria described below.

The evaluation will be a four-stage process consisting of:

1. Ability to Meet Specifications
2. Price
3. Support
4. Service

Section II: Required Proposal Documents & Technical Proposal

2.0 Supplier Questionnaire

In addition to the information requested in the Vendor Information Form (Annex 2) please include the following documents in your submission:

- Cover Letter
- Executive Summary
- Company Overview
• Proposal with reference to RFP#US837.11.2020
• Copy of trade license, or equivalent document.
• Copy of certificate of authorization to act as an Agent on behalf of the manufacturer.
• References

2.1 Cover Letter

Limit the cover letter to two pages or less. Specify the vendor’s primary point of contact.

2.2 Executive Summary

Succinctly outline the proposed solution. Introduce the differentiating elements of your android phone sales, support and service abilities. Limit the Executive Summary to two pages or less.

2.3 Company Overview

• Provide a general description of the company, a statement regarding stability, and an overview of the organizational structure.
• Describe the company resources dedicated to development, enhancement, management, and support of the solution software and application offerings.
• List recent awards and other indicators of industry leadership.
• Describe the organization’s expertise in this market.
• Provide a list of recently completed projects or implementations, preferably in the same or similar industry.

Catholic Relief Services reserves the right to contact the references listed and, if necessary, request additional references from respondents.

2.4 Technical Proposal and Mobile Device Criteria

CRS will evaluate the Goods/Services providers’ information provided listing based on the following criteria:

• Ability to select appropriate Android devices based upon customer device requirements for the countries listed in Annex I: CRS Country List (2018)
• Approach to update approved device list (e.g., when models reach end-of-life, defined cadence, etc.)
• Ability to test selected devices for compatibility with customer standard management platforms (AirWatch, Microsoft Intune) and a list of mobile applications which CRS defines
• Ability to source and deliver devices to the countries listed in Annex I: CRS Country List (2018)
• Approach to maintain device inventory (including any regional device variations)
• Turnaround time from when and order is placed to when devices will be shipped (including any variation based on regions or number of devices)
• Ability to provide support (repair and replacement) services in the countries listed in Annex I: CRS Country List (2018)
• Details on available support durations for procured devices
• Ability to support Android Zero-touch enrollment in customer standard management platforms (AirWatch, Microsoft Intune)
• Ability to pre-enroll devices with OS configuration and customer standard applications
• Vendors capability to include device peripherals (eg, cases, external battery packs, solar chargers, cables, external fingerprint scanners, etc.)
• Ability to provide responsible disposal options at the end of useful life of devices and peripherals
• Additional support:
  o Ability to manage customer standard management platforms (AirWatch, Microsoft Intune)
  o Ability to provide procurement portal that guides customer staff to select appropriate devices based upon destination and use case
  o Ability to integrate with customer supply chain system (Oracle Fusion ERP)
  o Ability to add phone peripherals & accessories such as cases, cables, external battery packs, etc.
• Please provide a list of all supported Mobile Device Management platforms

Mobile Device Criteria:

<table>
<thead>
<tr>
<th>Device Name</th>
<th>Nokia 6.1</th>
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</thead>
<tbody>
<tr>
<td>Models</td>
<td>TA-1043, TA-1045</td>
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<tr>
<td>OS</td>
<td>Android 8.1 (Oreo), upgradable to Android 10, Android One</td>
</tr>
<tr>
<td>Chipset</td>
<td>Qualcomm SDM630 Snapdragon 630 (14 nm)</td>
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<tr>
<td>CPU</td>
<td>Octa-core 2.2 GHz Cortex-A53</td>
</tr>
<tr>
<td>RAM</td>
<td>4GB/ 3GB (preferred 4GB)</td>
</tr>
<tr>
<td>Internal Memory</td>
<td>32GB</td>
</tr>
<tr>
<td>WLAN</td>
<td>Wi-Fi 802.11 a/b/g/n/ac, Wi-Fi Direct, hotspot</td>
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<tr>
<td>Bluetooth</td>
<td>5.0, A2DP, LE</td>
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<tr>
<td>GPS</td>
<td>Required with A-GPS, GLONASS, BDS</td>
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<tr>
<td>NFC</td>
<td>Required</td>
</tr>
<tr>
<td>USB</td>
<td>2.0, Type-C 1.0 reversible connector</td>
</tr>
<tr>
<td>Battery Capacity</td>
<td>Minimum 3000 mAh Li-Ion battery</td>
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</table>
2.5 Pricing Estimate

CRS is seeking an Android Phone Supplier with abilities to provide support and peripherals based on an estimated volume of 5,000 units per year which may be procured at multiple times, in smaller batches and going to multiple countries (prior historic procurement and the need for device refreshes every 3 years approximately).

For the purposes of this RFP, suppliers should use the specific mobile device criteria denoted in section 2.4 for cost comparison purposes.

Provide the total cost of ownership for the life of 5,000 devices (estimated), given the technical service level your company can provide. Include pricing details for variations on whether devices are purchased in large versus smaller batches and shipping to a varying number of locations. *CRS cannot guarantee a purchase of 5,000 devices and advises this is only an estimate.*

Note: the expectation is that devices recommended will evolve and will be proposed throughout the course of the agreement.

Section IV. Annexes

Annex 2 – Vendor Information Form
Annex 3 – Supplier Code of Conduct
Annex 4 – CRS Terms & Conditions
<table>
<thead>
<tr>
<th>CARO</th>
<th>EARO</th>
<th>SARO</th>
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# Annex II- Vendor Information Form

Note: (Please complete all details)

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<tr>
<th>Company Profile Details</th>
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<tr>
<td>Company Registered Name</td>
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<td>Address:</td>
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<tr>
<td>Country:</td>
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<tr>
<td>Contact Person 1 Name:</td>
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<tr>
<td>Contact Person 1 E-mail address:</td>
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<td>Contact Person 1 Telephone:</td>
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<td>Contact Person 2 Name:</td>
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<tr>
<td>Contact Person 2 E-mail address:</td>
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<td>Contact Person 2 Telephone:</td>
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<tr>
<td>Company Area of expertise:</td>
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<td>Annual turnover:</td>
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<tr>
<td>Total number of staff:</td>
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<tr>
<td>Official Tax Registration number:</td>
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<td>Years in business</td>
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</tr>
<tr>
<td>Remittance Address</td>
</tr>
<tr>
<td>DUNS number (if applicable)</td>
</tr>
<tr>
<td>References (minimum 3 clients with similar structure/profile) List below:</td>
</tr>
</tbody>
</table>
SUPPLIER / SERVICE PROVIDER CODE OF CONDUCT

Catholic Relief Services (CRS) has committed to the principles of responsible sourcing and we expect our suppliers and service providers to fully follow the applicable contractual obligations to include CRS terms & conditions, local and relevant/otherwise applicable laws and to adhere to internationally recognized environmental, social, and corporate governance standards. We also expect our suppliers to implement these standards with their suppliers and subcontractors, as inspired by the United Nations Global Compact initiative, the United Nations Guiding Principles and Human Rights, the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work, ETI Base Code, and applicable CRS’ Policies, Procedures and Standards.

1) SOCIAL
- Prohibit all forms of harassment, sexual harassment, exploitation and abuse, including sexual exploitation and abuse, and trafficking in persons. All sexual activity with a child, defined as person under the age of 18 years, is considered sexual abuse regardless of local age of consent.
- Have mechanisms in place to actively prevent, address, and respond to harassment, sexual harassment, exploitation and abuse, including sexual exploitation and abuse, and trafficking in persons.
- Support the protection of internationally proclaimed human rights and prohibit forced, bonded, and involuntary labor and child labor.
- Do not recruit or employ children under the age of 15 years. Do not recruit or employ children under 18 years for work that is mentally or physically dangerous or interferes with schooling.
- Treat employees with dignity and respect and supply a workplace that is safe and hygienic, complies with national laws, and is free from discrimination on the basis of race, gender, age, religion, sexuality, culture or disability.
- Provide accessible and confidential reporting mechanisms for employees and other stakeholders to report concerns or suspicions of any forms of harassment, abuse and exploitation described above and potentially unlawful practices by management or employees.
- Commit to protecting reporters or whistleblowers from retaliation.
- Uphold the freedom of association and the right to collective bargaining as set out within applicable laws.
- Ensure wages and working hours meet national legal standards.

2) GOVERNANCE
- Abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes.
- Consider business integrity as the basis of business relationships.
- Prohibit all types of bribery, corruption, money laundering and terrorism financing.
- Forbid gifts to private or public officials that aim to influence business decisions or otherwise encourage them to act contrary to their obligations.
- Respect the privacy and confidential information of all your employees and business partners as well as protect data and intellectual property from misuse.
- Have data protection and managements standards in place that address data collection, safeguarding, sanitation and disposal. The data owner is aware of the data provision terms and conditions and supplies consent as per CRS Responsible Data Values and Principles.
- Implement a proper Compliance Management policy and procedure, which facilitate compliance with applicable laws, regulations, and standards.

1 Refer to pages 6 and 7 of CRS’ Policy on Safeguarding for further details on prohibited exploitative conduct, including procurement of commercial sex, employment practices, and relationships with beneficiaries that are exploitative or abusive.
3) **ENVIRONMENT**

- Follow all applicable environmental, health and safety regulations.
- Promote the safe and environmentally sound development, manufacturing, transport, use and disposal of your products.
- Ensure by using proper management policies and procedures that product quality and safety meet the applicable requirements.
- Protect your employees’ and neighbors’ life and health, as well as the public at large against hazards inherent in your processes and products.
- Use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water, and soil.

Because CRS is a recipient of numerous grants or contracts provided by governmental, public, and private donors, all suppliers and service providers are hereby notified that other donor-specific compliance measures may be included in the legal instrument through which goods or services are procured.

CRS reserves the right to conduct due diligence audits or assessments to ensure your compliance and will take reasonable steps to investigate or otherwise take appropriate action to address concerns. CRS reserves the right to terminate any relationship for non-adherence to the above mention requirements.

Should you have any concerns or suspicions of any forms of harassment, abuse and exploitation described above and in CRS’ Safeguarding Policy, illegal or improper conduct, CRS requires you to report through any of the following channels:

- CRS Management
- Email: alert@crs.org
- Phone/Skype: 1-866-295-2632
- Mail: (mark “Confidential”)
  Attention: General Counsel
  Catholic Relief Services
  228 W. Lexington Street
  Baltimore, MD 21201

Ensuring the principles of sustainable development in our supply chain is important to CRS. We hope that as our partner you show your commitment via compliance with your own code of conduct or company policies that embrace these standards.

In accepting business from CRS in the form of a purchase order, contract, or agreement, you are implicitly accepting your organization’s roles and responsibilities outlined in this document.
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. 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

CRS T&C for Purchase of Goods and/or Services
080608 Ver.
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 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 fulfilling 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.

   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.