Solicitation Number# BJ162762.03.2022
March 2022

for

Republic of Benin
Catholic Relief Services
McGovern-Dole International Food for Education and Child Nutrition Program
(Keun Faaba III)

Agreement No.: FFE-680-2021/002-00

Agreement Period of Performance: October 2021 - September 2026

Terms of Reference for Baseline Study, Midterm, and Final Evaluation
Table of contents

I. Purpose .................................................................................................................................................... 3
II. Project background ........................................................................................................................................ 3
III. Project Theory of Change ...................................................................................................................... 4
IV. Program Evaluation Process ................................................................................................................ 8
   IV. Part I. Baseline assessment .................................................................................................................. 8
   IV. Part 2: Midterm Evaluation .............................................................................................................. 14
   IV. Part 3: Final Evaluation .................................................................................................................... 18
V. Special study ............................................................................................................................................ 21
VI. Evaluation Management ........................................................................................................................ 21
VII. Deliverables .......................................................................................................................................... 22
VIII. Ethical considerations .......................................................................................................................... 24
IX. Evaluation Resources ............................................................................................................................ 25
X. Evaluator’s Qualification ......................................................................................................................... 25
XI. Structure of Proposal and Submission Guidelines .................................................................................. 26
XII. Selection of the Evaluation Team ....................................................................................................... 28
XIII. Proposal Submission Terms ............................................................................................................... 29
XIV. Terms of Contract .................................................................................................................................. 31
XV. TERMS AND CONDITIONS – to be signed and returned ................................................................ 40
I. Purpose

The purpose of this Terms of Reference (ToR) is to describe duties, deliverables and the methodological requirement for the baseline, midterm, and final evaluation of the McGovern-Dole project (Keun Faaba III) implemented by Catholic Relief Services (CRS) in Benin in partnership with American Institutes for Research (AIR) and other local partners (Caritas Benin and DEDRAS). The ToR will also provide the tasks and responsibilities for an external consultant to conduct these evaluations.

CRS will engage an independent consultant, following a competitive international bidding process. Assuming a satisfactory work product, the same consultant will be hired for the midterm and final evaluations. If the baseline or midterm evaluation does not meet expectations, CRS will re-engage in a competitive recruitment process to find a new evaluator. It is also expected that the consultancy team members will remain the same and any changes from one evaluation to the next would need to be approved by CRS.

Please note this ToR and its annexes are subject to donor approval, and thus may change before contract signing.

The external evaluator should be very familiar with the program Evaluation Plan (Annex 1) which specific relevant sections are outlined below, and Indicator Performance Tracking Table (IPTT) (Annex 2), in addition to the USDA’s Food Assistance Indicators and Definitions and its Monitoring and Evaluation Policy. Finally, the project’s Performance Monitoring Plan (PMP) is another document with which the external evaluator should be very familiar. All evaluation reports will be reviewed in line with Annex 3: Checklist for Evaluating USDA Evaluation Reports (CRS internal).

II. Project background

Since 2014, Catholic Relief Services (CRS) has been implementing McGovern-Dole school feeding programs in Benin, locally known as, Keun Faaba, in close collaboration with the Ministry of Pre-School and Primary Education (MEMP) and other relevant partners, alleviating hunger for an average of 44,000 individual children annually and supporting enrollment campaigns to increase attendance by 15% in supported schools. Based on its experience in the design and implementation of school feeding interventions, CRS, its implementing partners, and key government stakeholders from the MEMP designed an integrated intervention package that strengthens the education system in Benin and improves literacy of school-aged children in four communes across the Alibori and Borgou departments in northern Benin.

CRS has recently been awarded a new five-year award (October 2021 – September 2026) from USDA to continue supporting the Government of Benin (GoB) along with its Integrated National School Feeding Program (PNASI) reach its goal of universal canteen coverage. Thus, Keun Faaba III will build upon the good health, nutrition and dietary practices promoted under previous phases, and the former USDA Local and Regional Procurement (LRP)

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award (2018-2020), to increase student enrollment, achieve more consistent attendance, and improve attentiveness by reducing short-term hunger through school feeding, improving dietary diversity and nutrition by supplementing school meals with nutritious local foods, and addressing other health risks from unsanitary environments by improving WASH behaviors and infrastructure.

With an estimated budget of $25,000,000, Keun Faaba III will improve the literacy, health and nutrition of 98,670 students, increase 700 teachers’ capacities to improve the quality of literacy instruction, and support 700 cooks and 175 storeroom managers organize and prepare school meals in 175 schools. The targeted schools for this new and third phase of USDA McGovern-Dole funding in Benin are located in the same two Keun Faaba II northern departments, Alibori and Borgou, but in four new communes: Banikoara, Nikki, Bembereke and Sinende.

The overall project framework includes three Intermediate Results: quality of literacy instruction (IR 1.1), students’ attentiveness (IR 1.2) and students’ attendance (IR 1.3) that align with USDA McGovern-Dole’s two Strategic Objectives: Improved Literacy of School-Age Children (SO1) and Increased Use of Health and Dietary Practices (SO2).

This strategy is also illustrated by Keun Faaba III’s theory of change (section below), which posits that school aged children will improve their literacy with improved literacy instruction in primary schools and preschools, improved student attentiveness by reducing hunger through the school feeding program and improved student attendance through community outreach and health and nutrition interventions that reduce health-related absences.

For more details on the context, the activities and the results framework please refer to the evaluation plan (Annex 1) section 2), Pages I-2).

III. Project Theory of Change

In Keun Faaba III, Catholic Relief Services (CRS) will continue to focus on school feeding, improved literacy of school-aged children and improved health and nutrition practices, while supporting the GoB’s 2030 vision of “One School, One Cantine.” The project will increase community engagement and create an enabling learning environment centered on children’s well-being. CRS will leverage our field-tested and evidence-based approaches from the USDA McGovern-Dole Keun Faaba Phase I (2014-2020), Keun Faaba Phase II (2017-2022) and Local and Regional Procurement (LRP, 2018-2020) programs to 1) implement a sound school feeding strategy in coordination with the Integrated National School Feeding Program (PNASI) program following international standards, such as the Global Child Nutrition Forum, which are grounded in community engagement through School Management Committees (SMCs) and introduce both US-imported and locally purchased commodities; 2) improve early grade literacy in line with the government of Benin’s Primary and Early Grade Curriculum through an integrated package of in-school and out-of-school activities; 3) facilitate access to and use of community health services to improve nutrition and dietary practices; 4) promote CRS’ signature Savings and Internal Lending Community (SILC) methodology that strengthens assets and improves access to finance for basic services like health and education; and 5) improve water, sanitation and hygiene (WASH) behaviors.
Keun Faaba III’s overall Theory of Change is IF the quality of literacy instruction is improved (IR 1.1); IF students attend school more regularly (IR 1.3) with increased attention (IR 1.2) and improved use of health and dietary practices (SO2); IF institutional capacities and the coordination of government, local educational organizations and community actors are improved (IR 1.4.3 & IR 1.4.4); and IF local communities increase engagement in the ownership of school feeding and are supported through the procurement of local commodities and improved savings practices (IR 1.4.4); THEN literacy and quality education will be equitably and sustainably improved (SO1) in the targeted schools in the departments of Alibori and Borgou, northeast Benin.

The quality of literacy instruction (IR 1.1) will improve IF teacher attendance improves; IF access to school supplies, materials and improved literacy instruction materials increases; and IF teachers and school administrators have increased pedagogical and instructional knowledge and capacity to apply this knowledge in the classroom. Evidence shows that increased teacher presence, improved teacher instruction quality and improved pedagogical materials promote early literacy acquisition and student engagement in the classroom. Teachers’ professional development and overall sense of preparedness for classroom instruction have proven the strongest predictors of instructional quality. Programs that include activities such as teacher training and coaching have delivered literacy gains.

Students’ attentiveness (IR 1.2) in classrooms will increase IF students eat one nutritious meal a day at school. Evidence: Increased student engagement in classrooms is achieved in part by improved instruction and administration (IR 1.1). According to USAID’s Reading MATTERS framework, the primary pathway for improved attention is ensuring a reduction in short-term hunger that allows children to concentrate on classroom instruction throughout the school day. The school meal contributes to children’s nourishment, physical, social-emotional and cognitive development, as well as overall well-being.

Students’ school attendance (IR 1.3) will increase IF communities and families have increased understanding of the benefits of education; IF families actively support children (especially girls) to enroll and attend school; IF parents have increased engagement in their children’s school activities; IF children are in better health; and IF school infrastructure permits a safe, clean and healthy environment. Evidence: Parents are the primary decision makers for children; thus, their engagement is critical in increasing school enrollment and attendance. According to the USAID Reading MATTERS framework, families play a key role in providing extra practice and support...

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to boost literacy development, and most families in the project zone have at least one member with basic reading skills. There is also a positive correlation between participation in SILC and members’ enrollment for children, as SILCs help families address financial barriers to sending their children to school and create positive social pressure to adhere to project promoted messages.

In addition, **IF** there is improved knowledge of health and hygiene practices; **IF** there is increased access to improved WASH infrastructure; **IF** there is improved knowledge of safe food preparation, and storage; **IF** there is increased access to tools and resources for improved food preparation and storage; and **IF** there is improved knowledge and practice of improved nutritious feeding; **THEN** students will adopt improved health, nutrition and WASH practices and behaviors. **Evidence:** WASH interventions reduce health-related absences, particularly when the water supply is assured in combination with other approaches, such as Menstrual Hygiene Management (MHM) and proven social behavior change (SBC) activities, including the promotion of safe and hygienic cooking and student WASH clubs.

The relevant GOB institutions, schools, SMCs and mothers’ and parents’ associations (AMEs/APEs) will increase ownership of the school feeding programs **IF** they have increased capacities and tools for managing, monitoring, implementing and being held accountable for school feeding and quality education programs (Foundational Results (FR) 1.4.1 & 1.4.2; 2.7.1 & 2.7.2); **IF** the GoB increases their financial support to school feeding, school infrastructure and quality education activities (FR 1.4.3 & 2.7.3); and **IF** appropriate community organizations, including SMCs, AMEs, and APEs increase their engagement and contributions (FR 1.4.4 & 2.7.4). **Evidence** from Keun Faaba I and II shows that SMCs play a critical role in managing and mobilizing community resources to support and maintain school infrastructure and canteens, including supporting community contributions to pay for cooks and supplemental local ingredients to reinforce school meals.

Lastly, **IF** agricultural productivity is increased; **IF** value added to post-production agricultural products is increased; **IF** access to markets to sell agricultural products is increased; and **IF** transaction efficiency is improved; **THEN** local and regional food market systems will be strengthened. **Evidence** from the LRP project shows that strengthening the ability of farmers’ groups to provide high-quality, nutritious commodities and also link them to school feeding programs had a marked impact on project and non-project participant producers’ associations.

CRS will reinforce USDA’s McGovern-Dole’s foundational results based on the evidence-based theory of change that posits **IF** commune level authorities and SMCs have increased capacity to plan, manage and oversee school canteens; **IF** central government agencies support the local purchase approach; **IF** commodity procurements are structured to leverage existing agricultural producer groups in the Alibori and Borgou Departments; and **IF** the GoB successfully mobilizes resources to continue growing the PNASI program; **THEN** project schools will be sustainably...

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6 CRS Study: Mission D’evaluation De L’effet Des Communautés D’épargne Et De Crédits Internes (Silc) Accompagnées Par Le Projet Benin Cajù.
graduated into the PNASI program, allowing schoolchildren to receive nutritious, culturally acceptable and quality meals after the life of project. **Evidence:** The GoB is committed to growing the PNASI program to achieve universal national school feeding. Evidence from Keun Faaba I and II and LRP shows that engaging with the PNASI program early and frequently ensures a seamless handover.

CRS Keun Faaba III design aligns with both USDA McGovern-Dole’s two strategic objectives (SOs) and LRPs. SO1 focuses on improving knowledge, skills and resources for teachers and school administrators to improve literacy instruction, ensuring daily, nutritious meals for students to increase attentiveness and contribute to increased attendance, and promoting participatory community engagement to increase childrenʼs enrollment and attendance, particularly girls. Combined with IR 1.2, SO2 supports improved health and WASH practices, which also enhance nutrition and overall health for children. SO2, in turn, will reinforce regular school attendance, thus contributing to studentsʼ overall education outcomes. Increased use of local food in school canteens will establish opportunities for sustaining canteens after the project ends, while boosting financial support to local farm families. The foundational results are designed to reinforce the local sustainability strategy initiated by the government by promoting the existing policy and regulatory framework and improving engagement of community-based organizations and groups.

In response to needs, challenges, risks, constraints and opportunities, Keun Faaba III has prioritized teacher training, extracurricular literacy activities, providing nutritious school meals, WASH infrastructure, SBC activities for education and nutrition, and capacity strengthening at community, regional and national levels for handover and sustainability. Keun Faaba III will include activities for the following outputs:

- Increasing the quality of teacher and school administrator training and supervision.
- Enhancing the capacity of government officials at all levels to develop and implement high-quality teacher training and literacy activities.
- Advocating for the integration of community teachers into the government teacher workforce, and for the construction of classrooms, latrines and water points in schools.
- Promoting WASH-friendly school clubs/certification, including MHM activities.
- Promoting dietary diversity.
- Leveraging local produce in school canteens, thus supporting local farmers.
- Promoting changes in cultural and social norms and removing barriers that inhibit households from enrolling and retaining children (in particular girls) in school.
- Reinforcing household economic resilience and investments in education through SILC, financial education and joint decision-making.
- Integrating child protection measures, in particular those pertaining to girls.
- Strengthening SMCs to manage canteens, community contributions and WASH infrastructure.
- Reinforcing parent engagement and collaboration among parents’ and mothers’ associations, teachers and administrators in support of their children’s education.

There are two critical assumptions over which the project has little to no control:

**Assumption 1. Continued political will at the community, regional and national levels for engaging and supporting project activities:** Continued GoB support and the ability of the GoB and community structures to progressively absorb the responsibility of sustaining Keun Faaba III school feeding activities and quality education interventions in the targeted schools by the close of
project. Over two previous phases of McGovern-Dole funding and LRP, the GoB and community structures have gradually increased their commitment to, and ownership of, school feeding and quality education investments. The success and sustainability of Keun Faaba III will depend on continued government will, including a commitment to absorb the 144 Keun Faaba I and II schools by September 2022, as well as 70% of Keun Faaba III schools by end of project. The Ministry of Pre-School and Primary Education (MEMP) and its decentralized structures, including the Director for Primary School Education and the Director of the National Institute of Teacher Training and Education Research (INFRE), have expressed support and the need for continual CRS support to reach their goal of 100% nationwide school canteen coverage by 2030. Frequent monitoring and coordination meetings throughout the project will ensure continued collaboration and progress toward a sustainable transition.

**Assumption 2. Security:** Schools, health services and markets continue to function despite increased security tensions in the north of Benin. Given the trends and analysis of insecurity in the last few years, CRS recognizes the potential that the security situation in northern Benin will remain on alert. Experience in Keun Faaba II has proven CRS’ ability to remain agile and flexible to respond to insecurity, ensuring the safety of project staff and adapting activities as needed. CRS has designed Keun Faaba III with the potential for insecurity in mind in order to mitigate consequences on project interventions and impacts on beneficiaries. For example, as with the current phase, CRS has strategically partnered with organizations already based in targeted areas that are known and trusted by local communities. This allows CRS and partners to be informed of evolving situations while maintaining close proximity to communities. CRS’ security policies require constant monitoring of and communication on the security situation, enforcing precautions among staff and partners as necessary.

**IV. Program Evaluation Process**

The Keun Faaba III evaluation process will include three phases: a baseline assessment, midterm, and final evaluation. CRS is seeking an individual consultant or a research consulting firm to lead its external evaluation process from baseline to endline. The retention of the external evaluator to proceed with the midterm and/or final evaluation will be dependent upon their satisfactory completion of the preceding work products. The methodology and sampling detailed below may require revision based on the results of baseline and suggestions from the consulting entity.

The current COVID-19 pandemic will affect the evaluations. CRS in coordination with the independent consultant will develop recommendations and guidance, aligned with the policies and procedures of the Government of Benin, to conduct the evaluation in a safe and secure manner. Specifically, evaluation team members in the field will be required to be vaccinated against COVID and barrier measures, such as masks and social distancing, will be required for all in-person evaluation team members. In addition, the evaluation team should prioritize secondary data source collection and conduct interviews by phone, internet (Teams, Google Hangout, Zoom, etc.) or email as much as possible.

The evaluator will follow the disaggregation as outlined in the PMP and the USDA Indicator Handbook.
The baseline study will establish the conditions at project start, which will be compared with midterm and final evaluation data. This initial data will also inform adjustment of any of the project targets as necessary. CRS will engage an external consultant or firm through an open solicitation. The successful candidate will be financially and legally independent of CRS, and demonstrate relevant regional knowledge, analytical capacity, language skills and experience in evaluations for development education programs. After selection, CRS will support the independent consultant and will review the survey plan, survey instruments, sampling methods and the development of a data analysis plan based on the project indicators. Further support from CRS will also ensure the evaluation methodologies are respected.

CRS will annex its internal COVID-19 guidance to the baseline study Terms of Reference (TOR) and require that the external evaluator and any third-party data collection firm follow it.

As the funder of the evaluation, USDA will review and approve the baseline evaluation TOR. USDA will act as a key informant and hold a stakeholder call - to be set up by the evaluator - with the selected evaluator prior to field data collection. USDA will provide guidance as needed, along with feedback on the initial draft, and approve the baseline report.

Considering the context, CRS has carefully reviewed the options for the most rigorous evaluation plan possible before deciding that an external international entity will conduct a performance evaluation across intervention regions that will not only measures progress toward indicator targets but will also test relationships between project outcomes and expected results. The performance evaluation will be coupled with special studies that complement and provide more in-depth information, all of which will provide essential data on project performance and contribute to the evidence base. A quasi-experimental impact evaluation using a control group is deemed unfeasible considering the complexity of the context in which multiple actors (GoB, World Bank, World Food Program [WFP], Educo, etc.) are implementing accelerating education assistance projects and school feeding throughout the country. CRS recognizes that the lack of a control group makes it more difficult to assess attribution of outcomes to project intervention. By the end of FY22, however, CRS will have collected data on standard indicators for 10 consecutive years in the same two northeast Benin departments, which will allow for an assessment of impact over a long-term period with comparison to a new coverage area.

Purpose and Scope: The purpose is to establish indicators’ (outcomes/outputs) baseline information and targets for each Keun Faaba III indicator with a non-zero baseline value for which the project will regularly measure performance. The results will serve as a basis for comparison with the midterm and final evaluations. This basic data will also be used to refine the intervention logic of the project in relation to the context if necessary. The baseline study and periodic monitoring of indicators will inform all stakeholders of progress. CRS and its partners will carry out this evaluation during the project start-up phase and will submit the baseline report within six months of signing the award agreement in accordance with the USDA M&E policy.

CRS will submit a full version of a baseline report six weeks after the end of data collection. The report will contain an Indicator Performance Tracking Table (IPTT) for the indicators with non-zero baseline values, including relevant disaggregates; enough information about the methodology to engender confidence in data quality, including a list of the data collection tools, number and gender of people interviewed, any information about stratification, and any data limitations; and an annex with a description of team members’ qualifications and their positionality. After USDA feedback and comments are incorporated, the final baseline report will be submitted within 90 days of the end of data collection per USDA M&E Policy.
Baseline methodology: The baseline study will use a mixed method (quantitative and qualitative) approach and will be designed to provide data comparison with the midterm and final evaluations. The survey will include measurement of performance indicators.

Quantitative data tools: For students’ literacy, CRS will request the external evaluator use the Early Grade Reading Assessment (EGRA) to assess the literacy of second-grade students at baseline, midterm and final. They will also rely on the use of the Foundational Literacy Improvement Package (FLIP) to improve teaching capacity. Otherwise, surveys will be the primary quantitative data tool, and will be used mainly for reporting against project indicators or collecting other necessary quantitative data points.

Other data collection methods will include questionnaires for teachers, principals and parents; interviews with implementing partners, the educational support community (SMCs, AMEs and APEs) and local government officials; and classroom and school feeding observations.

Qualitative data tools: The external evaluator will use focus group discussions (FGDs), key informant interviews (KII) and direct observations (DO) to gather data from stakeholders. Qualitative data will help to triangulate quantitative data findings. For example, FGDs with parents will ask about different aspects of the program and the education system in general; school and government officials will be asked about their perceptions of the project, its relevance and challenges that can hinder the achievement of results; and DOs will be used to evaluate school infrastructure, use of hygiene and teaching practices and student attentiveness in class. In addition, observation instruments (e.g. checklists) on the preparation of meals and the diversity of foods consumed by students will be used to triangulate with survey and focus group data. As much as possible, the selection of participants will ensure balanced representation of gender (men vs. women) and group membership (members vs. non-members; for 10 individuals in the group, there will be at least 5 SMCs members and 5 non-members).

Respondent selection: For all quantitative data collection, simple random sampling (clustered, where appropriate) with gender and geographic stratification will be used. For qualitative data, a mix of random and purposive sampling will be used. This determination will be made in consultation with the external evaluator when planning the baseline and performance evaluations.

Sampling: A two-stage cluster sampling approach will be used to select all respondents for the quantitative surveys. At the first stage, schools will be randomly selected as clusters, and then students, teachers, cooks, caregivers and mothers (within respective communities that feed into schools) will be selected at the second stage. Within each school, the school principal will be interviewed as well. The equations used to determine the sample size generate the largest possible size to detect a statistical difference in key outcome indicators over time, typically at baseline, midterm and final evaluation stage.

Sample weights. Sample weights should always be used when providing unconditional descriptive statistics (means or totals) for the underlying population. However, results from regression analyses, would ideally report unweighted and weighted results, and where there are differences, include a discussion of the underlying reasons. For example, observations from a school that has 90 second-graders vs. 30 will carry 3 times the weight; if there are heterogenous project effects for large vs. small schools (e.g. larger schools have a higher teacher/student ratio; perhaps this lack
of student attention results in poorer educational outcomes, etc.) then the conditional means might be different for weighted vs. unweighted analyses (Solon, Haider, and Wooldridge 2015).

Sample sizes (Table 1) were calculated using equations 6, 19 and 2210 for clustered continuous, non-clustered binary and clustered binary outcomes, respectively, in McConnell and Vera-Hernandez, using the standard 80% power and 5% significance level. This method will be used for the indicators of students who pass the EGRA EGRA (modified) test and the percentage of parents in target communities who report spending time on literacy activities with their students within the last three days.

Table 1. Indicators, Targets, and Sample Sizes—Performance Evaluation

<table>
<thead>
<tr>
<th>Indicator of Interest (Cluster/Individual)</th>
<th>Baseline</th>
<th>LoP Target</th>
<th>ICC</th>
<th>Cluster/Individual</th>
<th>Total Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>MGD 1. Percentage of students who, by the end of two grades of primary schooling, demonstrate that they can read and understand the meaning of grade level text</td>
<td>1%&lt;sup&gt;a&lt;/sup&gt;</td>
<td>5%</td>
<td>0.12&lt;sup&gt;a&lt;/sup&gt;</td>
<td>50 / 16</td>
<td>800 students of grade 2</td>
</tr>
<tr>
<td>MGD 7. Percent of school age children (age 5-10) who are underweight (weight-for-age below &lt;2z) per WHO</td>
<td>17%</td>
<td>12%</td>
<td>0.12</td>
<td>120 / 25</td>
<td>3,000 students aged 5-10</td>
</tr>
<tr>
<td>MGD 6/14. Percentage of individuals demonstrating of new safe food preparation and storage practices (SMCs &amp; cooks/school)</td>
<td>0%</td>
<td>90%</td>
<td>0.33&lt;sup&gt;b&lt;/sup&gt;</td>
<td>20 / 2</td>
<td>40 SMC cooks and store managers</td>
</tr>
<tr>
<td>MGD 10. Average student attendance rate (classroom/school)</td>
<td>80%</td>
<td>95%</td>
<td>0.74&lt;sup&gt;d&lt;/sup&gt;</td>
<td>140 / 3</td>
<td>420 classrooms</td>
</tr>
<tr>
<td>MGD 38. Percentage of parents who report spending time on literacy activities with their students in the last seven days</td>
<td>31%&lt;sup&gt;11&lt;/sup&gt;</td>
<td>60%</td>
<td>0.525&lt;sup&gt;c&lt;/sup&gt;</td>
<td>25 / 10</td>
<td>250 community members</td>
</tr>
</tbody>
</table>

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11 Keun Faaba 2 Mid-term report
Use random samples and document any sample bias due to non-random sampling. Representative samples should always be selected randomly, ideally from a list or using a random walk, etc. However, often due to resource constraints, sample selection bias does occur. This frequently happens due to security constraints that prevent study teams from reaching an off-limits area or when the rosters from which individuals or clusters are randomly selected are outdated, and it would prove too costly or impossible to locate those randomly selected. In this case, in the limitations section of the evaluation report, describe any sources of bias as best as possible.

For example, if students are not present in school the day of evaluation, how do absent students differ from those present? Does a t-test of means show that the proportion of key groups (gender, ethnicity, geographic area)\(^\text{12}\) in the sample is the same as those that were not included? If not, how might the sample be biased? How else might students not present that day be different? Might they not perform as well on literacy tests, etc. because they might frequently miss school?

**Data Collection Tools.** The selected external evaluator will need to work with CRS to develop data collection tools, keeping in mind the project’s PMP. CRS, as an agency, is attempting to standardize tools used in its education sector projects and had developed a Classroom Observation tool and Student Survey (see Annex 4. CRS Standard Tools). Some of the content in these tools are likely good proxies for measuring a few of the project’s IPTT indicators. In addition, CRS can share tools used in evaluation in its previous in-country McGovern-Dole awards.

**Stakeholder list and engagements:** Table 2 lists the project stakeholders and their levels of commitment. All stakeholders will be either surveyed or qualitatively interviewed for the midterm and final evaluations, with their specific roles during the baseline study to be determined during study design. Findings will be shared with all stakeholders, either through dissemination workshops or webinars and written reports.

**Table 2. Stakeholder Engagement**

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>When (How Engaged)</th>
<th>Data Obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td>USDA</td>
<td>Baseline (ToR and report review) Midterm and Final (ToR and report review; KII)</td>
<td>USDA priorities; Project, CRS and Benin government performance</td>
</tr>
<tr>
<td>Implementing partners:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEDRAS, Caritas Benin, AIR</td>
<td>Baseline (KII), Midterm and Final (KII; dissemination workshop)</td>
<td>Project, CRS, MEMP, and USDA performance</td>
</tr>
<tr>
<td>Ministry of Education (MEMP)</td>
<td>Baseline (KII), Midterm and Final (KII; dissemination workshop)</td>
<td>Project, implementing partner, CRS and USDA performance</td>
</tr>
</tbody>
</table>

\(^{12}\) The analyst may not have much information about students not present. However, based on student names and school locations, they might at least have this information.
Teachers | Baseline, (DO) Midterm and Final (DO and KII) | Teaching practices; school administrator, AME/APE and SMC performance
---|---|---
School Administrators | Baseline, (DO) Midterm and Final (DO and KII) | Administrative practices; teacher, AME/APE and SMC performance
Cooks | Midterm and Final (DO and KII) | Hygiene and nutrition practices; AME/APE, SMC and school administrator performance
Mother/Parent-Teacher Associations (AMEs/APEs) | Midterm and Final (Survey, FGD) | Teacher and school administrator performance
School Management Committees (SMCs) | Midterm and Final (Survey, FGD) | Teacher and school administrator performance
Students | Baseline, Midterm and Final (Literacy assessment, Survey) | Reading ability; teacher performance
Parents | Baseline (Survey), Midterm and Final (Survey, FGD) | Teacher and school administrator performance

At least two key informant interviews (KIIs) will be conducted with school district-level authorities and local government authorities in the same clusters selected above, as well as informant interviews with key government stakeholders at the regional and national levels.

Teachers will be randomly selected in each of the sampled schools using a random number generator (RNG application). The population sample includes teachers from all six grades, plus the kindergarten teacher, without principals.

The external consultant/firm will provide a detailed description of the data collection methodology, collection tools and sampling techniques appropriate for baseline study.

**Table 3. Baseline Study Calendar of Activities**

<table>
<thead>
<tr>
<th>Calendar</th>
<th>Baseline Survey Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct. 1-20, 2021</td>
<td>Submit and request approval for the revised EP and PMP to USDA.</td>
</tr>
<tr>
<td>Oct. 21-Dec. 20, 2021</td>
<td>Submit the baseline TOR and market study TOR to USDA and receive approval.</td>
</tr>
<tr>
<td>Dec. 20, 2021-Jan. 31, 2022</td>
<td>Identify the project evaluation team.</td>
</tr>
<tr>
<td>Feb. 21, -Mar. 18, 2022</td>
<td>Select consultant; draft the baseline survey design (assign roles and responsibilities, discuss data collection method, and develop survey tools).</td>
</tr>
<tr>
<td>Mar. 18-25, 2022</td>
<td>Sign contract with consultant; finalize the baseline survey design; validate the survey tools; recruit data collectors.</td>
</tr>
<tr>
<td>Mar. 28-Apr. 15, 2022</td>
<td>Train data collectors and pretest the tools; complete the field survey.</td>
</tr>
<tr>
<td>Apr. 18-29, 2022</td>
<td>Validate and analyze the collected data.</td>
</tr>
<tr>
<td>Apr. 30, 2022</td>
<td>Submit a first draft of report to CRS.</td>
</tr>
<tr>
<td>Mai. 02-May. 06, 2022</td>
<td>Report review (CRS).</td>
</tr>
<tr>
<td>May. 07-15, 2022</td>
<td>Integrate responses to comments.</td>
</tr>
<tr>
<td>Date</td>
<td>Task</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>May. 16-30, 2022</td>
<td>Validate the final report.</td>
</tr>
<tr>
<td>May. 30, 2022</td>
<td>Submit final baseline study report to USDA.</td>
</tr>
</tbody>
</table>
Utilization of findings and key audiences: As per the MEAL Politics and Procedures (MPP) recommendation, CRS will present results to key stakeholders to gather feedback on findings. CRS will also use findings to adapt the design, indicators and project targets as necessary.

IV. Part 2: Midterm Evaluation

The midterm evaluation will be conducted in Y3, and will focus on tracking the relevancy, efficiency, coherence, effectiveness, impact and sustainability of the program, and provide information relating to what extent planned activities are being realized, how well different services and capacity-strengthening activities are being provided—and in what timeframe, at what cost, and with what result. CRS expects to contract with the same independent international consultant for all three evaluations to ensure consistency in approach and comparability of results; however, contracting at midterm is contingent on performance at baseline.

As the funder of the evaluation, USDA will review and approve the midterm evaluation TOR. USDA will act as a key informant and hold a stakeholder call with the selected evaluator prior to field data collection. USDA will provide guidance as needed, along with feedback, on the initial draft and approve the midterm report.

Purpose and scope: The midterm evaluation’s purpose is to evaluate the processes, intermediate results and some effects or outcomes midway through project implementation. It will be both retrospective and prospective. The overall impact will be mainly the focus of the final evaluation. During this evaluation, the consultant will focus on relevance, efficiency, sustainability, effectiveness and some intermediate effects of project activities. The evaluation will also document lessons learned and provide recommendations for mid-course corrective actions necessary to effectively and efficiently meet the project objectives and results. The midterm evaluation will collect data from both intervention and comparison schools.

Table 4: Midterm Evaluation Questions

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevance</td>
<td>Are stakeholders (AMEs/APEs, SMCs, teachers and local authorities) satisfied with their participation in the project? Why or why not?</td>
</tr>
<tr>
<td></td>
<td>To what extent are the objectives of the project still valid?</td>
</tr>
<tr>
<td></td>
<td>To what extent have students improved their nutrition, health and hygiene-related practices?</td>
</tr>
<tr>
<td></td>
<td>To what extent do the project interventions help address student hunger and attentiveness?</td>
</tr>
<tr>
<td></td>
<td>To what extent have students (boys and girls) increased their reading comprehension compared to baseline?</td>
</tr>
<tr>
<td></td>
<td>To what extent are teachers implementing literacy techniques acquired through the project?</td>
</tr>
<tr>
<td>Effectiveness</td>
<td>Are the activities and outputs of the project consistent with the overall goal and the attainment of its objectives and its Theory of Change?</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Are the activities and outputs of the project consistent with the intended impacts and effects?</td>
</tr>
<tr>
<td></td>
<td>Is the project theory of change relevant?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effectiveness</th>
<th>To what extent were the objectives achieved/are likely to be achieved?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>What were the major factors influencing the achievement or non-achievement of the objectives?</td>
</tr>
<tr>
<td></td>
<td>What is working well, and what needs to be changed for WASH, nutrition and literacy activities?</td>
</tr>
<tr>
<td></td>
<td>Do the new literacy promotion activities help improve the reading and writing skills of students?</td>
</tr>
<tr>
<td></td>
<td>Does the FLIP teaching approach help improve the reading and writing skills of students?</td>
</tr>
<tr>
<td></td>
<td>Which strategies have been put in place to effectively monitor teachers’ attendance? Has project implementation been effectively monitored? How well has the M&amp;E mechanism helped project implementation, and what improvements could be made, if any?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Efficiency</th>
<th>Were activities cost-efficient? Have there been internal and/or external factors that have hindered the efficient implementation of project activities?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Were objectives achieved on time?</td>
</tr>
<tr>
<td></td>
<td>Was the project implemented in the most efficient way compared to alternatives?</td>
</tr>
<tr>
<td></td>
<td>What are alternative ways to encourage food management committees to be more efficient taking into consideration members’ literacy levels?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Impact</th>
<th>What has happened as a result of the project?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>What real difference has the activity made to the beneficiaries?</td>
</tr>
<tr>
<td></td>
<td>How many people have been affected?</td>
</tr>
<tr>
<td></td>
<td>On which issues should the project team focus its efforts to achieve greatest impact?</td>
</tr>
<tr>
<td></td>
<td>How likely is the project to achieve strategic objectives and contribute significantly to intended purpose?</td>
</tr>
<tr>
<td></td>
<td>What is the contribution of the new approach, especially the FLIP package, in strengthening teacher capacity toward the project’s objective of literacy improvement?</td>
</tr>
</tbody>
</table>

| Sustainability | To what extent did the benefits of a project continue after donor funding ceased? |
What were the major factors that influenced the achievement or non-achievement of sustainability of the project?

Is there evidence of improved community capacity toward sustainability, namely community readiness, to take over school feeding? Is there willingness of community members to participate without financial expectations? Are there any spontaneous actions of the AMEs/APEs toward the maintenance of school infrastructures or other critical school improvement activities?

What policies favor the sustainability of school canteen projects?

Are the policies and actions implemented at the educational level in line with the objectives at the national level?

Have inclusive or gender sensitive strategies been implemented in view of sustainability among identified specific groups if there are any?

**Evaluation approach and methodology**

Evaluation design must consider how data collection will take place and must ensure that the evaluation has the necessary rigor and scientific validity to measure progress and results. To this end, both quantitative and qualitative methods will be used, and will be designed to provide data comparison with the baseline study and the final evaluation. The survey will include measurement of both outcome and output indicators perceptible at the middle stage of the project. The midterm evaluation will assess the value of performance indicators, the relevance of the overall project, the effectiveness of the implementation strategies and activities and the project efficiency.

CRS will ensure that key stakeholders are involved in this assessment process. The midterm evaluation will measure changes in indicator levels from baseline, and document evidence of program impact for each intermediate result, as well as crosscutting activities.

As stated in the baseline section, the consultant will use quantitative and qualitative methods. The quantitative portion will have two main components. The first component consisted of survey questionnaires of principals, teachers, students and parents, as well as infrastructure observation. The second component will consist of an annual assessment using the modified Early Grade Reading Assessment (EGRA). The qualitative component will consist of interviews with key stakeholders, such as the head of the school districts (Chef des Régions Pédagogiques, or CRP) in each intervention commune, and parents’ and mothers’ associations that were identified by the quantitative component as being particularly engaged. The same methodology will be used to allow comparison between baseline, midterm and final evaluations.

**Audience and key stakeholders for midterm evaluation:** See Table 2 above.

**Proposed midterm evaluation timeline:** The midterm evaluation will occur in the Borgou and Alibori departments and will require the full availability of the external consultant firm. This will include approximately one month on site in northern Benin. This process will begin in August 2023 and will end in April 2024. Table 5 presents the proposed timeline for midterm evaluation.
activities. It assumes the same consulting firm used for the baseline will conduct the midterm evaluation.

**Table 5. Midterm Evaluation Calendar of Activities**

<table>
<thead>
<tr>
<th>Calendar</th>
<th>Midterm Evaluation Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 2023</td>
<td>Submit TOR to USDA.</td>
</tr>
<tr>
<td>September 2023</td>
<td>Incorporate comments from USDA and receive USDA approval.</td>
</tr>
<tr>
<td>October 2023</td>
<td>Discussion with external consultant.</td>
</tr>
<tr>
<td>November 2023</td>
<td>Discuss partners’ roles and responsibilities.</td>
</tr>
<tr>
<td>December 2023</td>
<td>Consultant interview with USDA (as key informant).</td>
</tr>
<tr>
<td>January 2024</td>
<td>Conduct evaluation.</td>
</tr>
<tr>
<td>February 2024</td>
<td>Organize workshop to share provisional results with stakeholders (national and local government services, NGOs, UN agencies, AME/APE/SMC representatives, mayors).</td>
</tr>
<tr>
<td>March 2024:</td>
<td>Webinar with CRS.</td>
</tr>
<tr>
<td>Before the end of the evaluation process (within 15 days of the end of data collection)</td>
<td></td>
</tr>
<tr>
<td>March 2024</td>
<td>Submit final midterm evaluation report to USDA.</td>
</tr>
<tr>
<td>(after the webinar with CRS)</td>
<td></td>
</tr>
<tr>
<td>April 2024</td>
<td>Discuss actions to address findings and recommendations and include relevant stakeholders and USDA.</td>
</tr>
<tr>
<td>April 2024</td>
<td>Report on implementation of follow-up actions.</td>
</tr>
<tr>
<td>(quarterly review and subsequent progress report)</td>
<td></td>
</tr>
</tbody>
</table>

CRS will ensure key stakeholders, including MEMP, CRS, sub-recipients and partners, NGO agencies, schools, communities and USDA, are involved in the evaluation process, and that they participate in discussions on corrective actions to address findings and recommendations. Upon receipt of the midterm evaluation report, CRS will organize a workshop inviting key stakeholders to discuss actions to address evaluation findings and recommendations. CRS, committed to “beneficiary feedback” approaches, will share project results and findings with beneficiaries. Leaflets summarizing key results of the midterm evaluation will be created and shared with parents, principals and local authorities. CRS will also train field officers on communication strategies to share results. Exchanges with communities about their proposed solutions to address the findings of the evaluation will be monitored at each quarterly project coordination meeting. CRS will also include status of the follow-up plan in progress reports to USDA.

Project stakeholders, led by CRS, will use the midterm evaluation report’s recommendations to discuss any modifications needed to project design or project activities.

**Use of evaluation findings and recommendations:** The results of this evaluation will be used to adjust implementation strategies as required for the last half of the program. CRS will work with implementing partners and other stakeholders to develop a response to evaluation findings and
recommendations. Project management will elaborate activities for each recommendation, identify the party responsible and timeline for each action, and the party responsible to verify completion. The response plan and results will be reviewed at quarterly coordination meetings.

IV. Part 3: Final Evaluation

**Purpose and scope:** The final evaluation purpose is to measure change and overall success of the project by comparing indicator values at project end against targets and baseline values, as well as determine the appropriateness of project design elements, implementation, management structure and replicability. It will assess constraints, lessons learned and good practices, opportunities and successes in implementation, and will also determine the relevance and effectiveness of the strategies and approach utilized in the implementation. It focuses on engaging key stakeholders, including CRS, and partners in understanding the overall project, and generating and documenting learning to help to better design projects in future. An effective final evaluation answers key questions about project relevance, effectiveness, efficiency, impact and sustainability; creates a space for CRS and partners to jointly identify and document lessons learned, including regarding the project theory of change; and generates useful information that benefits future projects. The final evaluation questions will slightly adapt the DAC (Development Assistance Committee) criteria questions outlined below, especially as related to impact and sustainability, with stakeholder input.

**Relevance:**
- To what extent were the implementation strategies relevant enough to improve (1) children’s literacy; (2) student enrollment and attendance, particularly girls; and (3) community engagement?
- Are stakeholders (APEs/AMEs, SMCs, teachers and local authorities) satisfied with their participation in the project? Why or why not?

**Effectiveness:**
- To what extent have targeted schools witnessed improved quality of education/learning?
- To what extent have members of AMEs/APEs increased their knowledge and understanding of literacy, nutrition, health and hygiene, gender and child protection concepts?
- Have targeted beneficiaries demonstrated improved understanding of the importance of education?
- Have targeted beneficiaries demonstrated improved understanding of health and hygiene practices?

**Efficiency:**
- Were activities cost efficient? Were objectives achieved on time?
- Was the project implemented in the most efficient way compared to alternatives?
- Were there internal and/or external factors hindering efficient implementation of project activities?

**Sustainability:**
- What activities and/or outcomes of the project (both expected and unexpected) are likely to be sustained? What evidence is there to suggest this?
- What are the major factors that can influence achievement or non-achievement of sustainability?

**Impact:**
To what extent are the activities and outputs of the project consistent with the overall goals and the attainment of the anticipated results?

Have the target beneficiaries (in particular AMEs/APEs and local government officials) taken ownership of the project concept and approach?

Are project impacts likely to be long-lasting?

What are the key success factors of the project? What are the main limiting factors?

What are the unintended effects of the project (positive or negative)?

What are the key lessons that can be learned from the project?

**Final evaluation methodology:** The methodology will focus on assessing results as appropriate to establish endline indicator values to gauge actual against expected performance. All quantitative data will be collected using digital questionnaires, as in the baseline and midterm studies. Additional qualitative data will be collected through questionnaires, interviews and observations to complement and lend further context to the quantitative data.

**Evaluation key audience and stakeholders:** See Table 2.

**Evaluation timeline:** An external evaluation will be completed before the final school year end in June 2026 to capture project impact. CRS will share planning documents, including the final TOR and evaluation methodology, at least one month prior to the evaluation start. The following table outlines the proposed calendar and activities.

**Table 6. Final Evaluation Calendar of Activities**

<table>
<thead>
<tr>
<th>Calendar</th>
<th>Midterm Evaluation Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2025</td>
<td>Submit TOR to USDA.</td>
</tr>
<tr>
<td>September 2025</td>
<td>Incorporate comments from USDA and receive USDA approval.</td>
</tr>
<tr>
<td>October 2025</td>
<td>Discussion with external consultant.</td>
</tr>
<tr>
<td>November 2025</td>
<td>Discuss partners’ roles and responsibilities.</td>
</tr>
<tr>
<td>December 2025</td>
<td>Refine project evaluation and methodology; assign roles and responsibilities.</td>
</tr>
<tr>
<td>January 2026</td>
<td>Conduct evaluation.</td>
</tr>
<tr>
<td>February 2026 (within 15 days of the end of data collection)</td>
<td>Organize workshop to share provisional results with stakeholders (national and local government services, NGO, UN agencies, AME/APE representatives, mayors).</td>
</tr>
<tr>
<td>March 2026</td>
<td>Webinar with CRS.</td>
</tr>
<tr>
<td>Before the end of the evaluation process (within 15 days of the end of data collection)</td>
<td>Submit final evaluation report to USDA.</td>
</tr>
<tr>
<td>March 2026 (after the webinar with CRS)</td>
<td>Report on implementation of follow-up actions.</td>
</tr>
</tbody>
</table>
Use of evaluation findings and recommendations: Findings and recommendations from the final evaluation will be used to inform the sustainability and transition plan. They are also used for the agency learning purposes.

V. Special study

Please see annex 1, page 12.

VI. Evaluation Management

The project’s Chief of Party (CoP) will report to the CRS Benin Country Representative and the Head of Programming and will oversee evaluation activities. The CoP will also be supported by Central Africa Regional (CARO) Technical Advisors (TAs) and USDA education-focused headquarters TAs for MEAL, all of whom are separate from project line management. In addition, CARO regional and headquarters TAs for Education, LRP, Infrastructure, Nutrition and WASH will provide technical oversight during evaluation design, implementation, analysis and report writing, as appropriate. This will allow evaluation activities to be managed by an independent unit with strong knowledge of the operating context. To aid in ensuring independence, CRS will follow its internal procurement policies to objectively identify the best, most capable external evaluator to carry out the baseline study and evaluations and validate the next study, depending on the quality of the previous one. Other CRS staff, including the project’s MEAL Coordinator, MEAL Specialist and MEAL Officer will manage the coordination and logistics of evaluation execution, which includes monitoring data provision. Upon feedback on the evaluation products submitted to USDA, the MEAL Coordinator will update the Evaluation Plan.

In addition, please see Table 7 with team members below.

Table 7. Evaluation team members

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Who is responsible?</th>
<th>Main roles and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>External evaluator</td>
<td>Hired independently by CRS</td>
<td>Preside over the conduct of the entire evaluation, from methodology and tool development to training in the use of the tool to field testing, data collection, entry and analysis and report writing. Ensure USDA’s interview before finalizing data collection tools. The evaluator will develop a KII tool for this interview (on which CRS will provide feedback).</td>
</tr>
<tr>
<td>Enumerators/data collectors</td>
<td>Hired independently by CRS</td>
<td>Receive training and undertake data collection in the field.</td>
</tr>
<tr>
<td>Data Collection Supervisors</td>
<td>Hired independently by the evaluation firm</td>
<td>Receive training in data collection and supervise data collectors daily for the duration of the data collection exercise.</td>
</tr>
<tr>
<td>Keun Faaba III</td>
<td>CRS Staff</td>
<td>Support the entire evaluation process ensuring compliance on the part of the evaluation firm. Ensure the evaluator has the contact names of USDA team for interview.</td>
</tr>
<tr>
<td>Team including country MEAL staff</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Ensure respect of security and COVID-19 mitigation strategies during the evaluation process.

CRS MEAL Advisors in CARO Region and HQ

| CRS Staff |
| Support the entire evaluation process ensuring compliance on the part of the evaluation firm. |

VII. Deliverables

The recruited Consultant shall deliver the following products in accordance with the validated timeline: The evaluator is expected to follow American Evaluation Association’s Guiding Principles for Evaluators (https://www.eval.org/About/Guiding-Principles). Dependent upon participants in the evaluation, the evaluator should specify steps that will be taken to ensure informed consent, confidentiality, and protection of minors. The evaluator should specify steps taken to safeguard data collected and data management procedures to be used in the evaluation. There will be a data rights clause in the signed contract, and the external evaluator should obtain permission from CRS before sharing the final evaluation report with any external party, including posting it to their organization’s website.

All deliverables should be completed in English (and data collection tools must also be in French), be free of typos or grammatical errors, and be a polished document ready for submission to USDA. This means the document contains no factual errors or inaccuracies and citations are properly used. Except for the baseline report and IPTT for the indicators not relevant for special study, all documents below will be required for each evaluation and special study. CRS is also aware that some documents such as the sampling plan, work plan, data collection tools, methodology will just be updated by the consultant for the mid-term and final evaluations.

Deliverables include the following:

- Work plan (including evaluator responsibilities for identifying, interviewing, contracting, training, and overseeing a balanced team of male and female enumerators and enumerator supervisors).
- Sampling plan, including if the sample sizes will differ from Annex 1, approved by CRS.
- Instruments, data collection manual, and training materials for enumerators (i.e., focus group guides, key informant interview guide, observation checklist), approved by CRS.
- Quality Assurance Plan (including training of enumerators and weekly check-ins during data collection, approved by CRS.
- Identify beneficiary-defined indicators of success.
- Conduct interview with USDA (it is expected USDA will facilitate this exercise by providing the contact person and the means of interview) in English.
- Data sets with accompanying codebook/data dictionary (original paper and/or electronic as well as final, clean electronic data sets with syntax).
  - If the evaluator provides .dta, .do, .sps, or .sav files, they must also provide open-source file versions (.txt, .csv, .doc, etc.).
- If part of a longitudinal design, an identifier file that links respondent PII with ID numbers in the data file(s).
- Deidentified transcripts of selected interviews and focus groups and/or data files of coded sections of text from interviews and focus groups.

- Draft Report with one round of edits from CRS and another subsequent round from USDA
- Final Report with the following sections:
  - Executive summary 2 to 3 pages (including brief introduction of program evaluated, key evaluation questions, findings, and conclusions)
  - Background
  - Evaluation questions
  - Evaluation design including assumptions and limitations
  - Methodology
  - Findings
  - Conclusions, lessons learned and effective practices (if any), and
  - Recommendations (should be clear, concise, relevant, specific and practical, following directly from findings and conclusions established in report)
  - Annex with original scope of work (marked for redaction from final web version)
  - Annex with final data collection instruments
  - Annex with description of team members’ qualifications and their positionality
  - Annex with additional methodological discussion/ robustness checks, as needed.
  - Annex with updated IPTT

- Final reports must not contain any propriety or personally identifiable information (PII). PII is any information that directly or indirectly identifies an individual. This information can be used on its own or with other information to identify, contact or locate a single person, or to identify an individual in a specific situation. This may include, for example, a name, national ID number, address, birthplace, etc. PII includes both direct and indirect identifiers that, when taken together, could allow for identification of an individual (such as a village name, gender, age, name, and/ or facial image).”
In addition, final reports should not allow for the identification of individual schools or communities. Any list of schools or communities provided should be included as in the report annex, so that it can be easily removed before submitting to USDA for external sharing.

- Final reports must be compliant with Section 508 of the United States Access Board which requires that information and services are accessible to persons with disability. (See https://section508.gov/create).
- A two to four-page outward-facing summary document, with easily accessible graphics, highlighting the project’s key successes, for sharing with a larger audience.
- Presentation of final evaluation to stakeholders. This can occur before or after report submission to USDA, as long as any key feedback is incorporated into the final version of the report (that USDA posts to the Development Experience Clearinghouse). This can be done via an additional annex, if the report is in its final stages before this presentation is conducted.
- A webinar of key findings and lessons learned for CRS globally and USDA (if requested).

VIII. Ethical considerations

CRS maintains the highest ethical standards for MEAL policies, especially for evaluations in which some informants are children. CRS will commit to respect and enforce research and evaluation ethical requirements for service providers in accordance with current MEAL Policies and Procedures. Respect for confidentiality and the protection of informants' personal data are essential conditions for all data collection and analysis functions. Therefore, the evaluation team will collect consent from respondents to ensure data privacy protection and responsible ethical considerations in all evaluation and research activities. The evaluation team conducting the assessments will maintain the integrity of the data collection and analysis while also adhering to CRS and USDA policies and procedures on evaluations. In addition, before field deployment, evaluation team jointly with CRS would request and obtain the visa of the National Statistical Committee.

IX. Evaluation Resources

CRS and implementing partners will provide the consultant team with preparatory, logistical assistance and the following documents.

- MEAL documents and tools such as the project’s: results framework, evaluation plan, key performance indicators list, theory of change, learning agenda, existing evaluation reports and case studies (and other available documents as needed).
- Access to a database that includes all 175 targeted schools with demographic and geographic information.
- Secondary data available to further understand educational and school canteen context in Benin.
• Compilation of reference documents (project proposal, periodic reports, etc.).
• Contact details of stakeholders in the implementing zones.
• Submitting protocol and compliance information to relevant local and administrative authorities (MEMP, MoA, MoH, etc.) as needed.
• Use of CRS CommCare software license, if desired. Evaluator is free to use their preferred data collection platform.
• Tablets for data collection
• Scales for anthropometric data collection
• All Annexes to this ToR
• Project’s Performance Monitoring Plan (PMP).

X. Evaluator’s Qualifications

The expected consultants and/or firm should have strong experience with education programming and evaluations including, in the domains of health and nutrition, local governance and school feeding programs. Team must have the following qualifications:

a. Advanced degree in social sciences with strong knowledge of statistics/demography;

b. A minimum of 5 years of experience in conducting quantitative and qualitative impact and performance evaluations in similar complex international development programs;

c. Experience in conducting research and evaluation of US government international development programs. Preference will be given to those who have experience in USDA McGovern-Dole Food for Education programs;

d. Experience in designing or evaluating education, literacy and school feeding programs;
e. Experience in designing, using and analyzing international literacy assessments such as EGRA and/or ASER as well as the Foundational Literacy Improvement Package (FLIP).

f. Experience/familiarity with the EGRA structure and analyzing EGRA data.

g. Experience in qualitative evaluation techniques such as key informant interviews, focus group discussions, observations, and case studies.

h. Experience in quantitative data collection, statistics/econometrics such as randomized control trials, propensity score matching, regression discontinuity, sample size selection, design effects, questionnaire design, etc.

i. Experience evaluating programs in West Africa, preferably Benin;

j. Ability to communicate, read, and write fluently in English and French;

k. Willingness to work in remote areas without electricity and running water;

l. Ability to efficiently perform activities under COVID-19 context.

XI. Structure of Proposal and Submission Guidelines

CRS will publish (internationally) a request for bids (financial and technical proposals) for the conduct of the baseline, midterm, final evaluation and special study of the Keun Faaba III project. Applicants should meet the qualifications stipulated in these ToR. The bid evaluation process will be managed by the Benin CRS Procurement Officer, in close collaboration with CRS HQ General procurement office and the CARO TA for MEAL and will follow the standard rules and procedures for the competitive and transparent procurement of consultancy services. The successful evaluator would be contracted to execute the baseline, midterm, final evaluation and special study. However, retention of the evaluator to proceed with the midterm and/or final evaluation will depend on satisfactory performance of the baseline evaluation. CRS will re-launch the selection process for the midterm and final evaluation where the baseline consultant(s) does not meet expectations.

Key criteria that will be considered during the bid evaluation process will include the following:

a. Bidders must submit a technical proposal including a detailed description of the study design and methodology for the baseline.

b. Bidders must submit a detailed financial proposal for the baseline, midline, and final evaluation, and special studies, for the three data collections and the special study in Annex 1.

c. Bidders should submit a detailed work plan showing clearly how they wish to accomplish the study.

d. Profile of the bidders including relevant knowledge and experience to undertake the assignment.

e. Bidders should have stated their relevant qualification and demonstrate relevant experience in the project area and experience in evaluating education programs.

f. Delivery timeline.

g. Bidders must include three (3) client references for each key member of the proposed client service team or for the organization

h. 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.

Table 8. Proposal layout and number of pages

<table>
<thead>
<tr>
<th>Proposal content layout</th>
<th>Maximum pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>20</td>
</tr>
<tr>
<td>Expression of interest</td>
<td>1</td>
</tr>
<tr>
<td>Table of content</td>
<td>1</td>
</tr>
<tr>
<td>Introduction and background</td>
<td>1 ½</td>
</tr>
<tr>
<td>Qualification and profile of team members</td>
<td>2 ½</td>
</tr>
<tr>
<td>Evaluation methodology</td>
<td>5</td>
</tr>
<tr>
<td>Evaluation questions</td>
<td>2 ½</td>
</tr>
<tr>
<td>Work plan and deliverables</td>
<td>2 ½</td>
</tr>
<tr>
<td>Technical references of the firm</td>
<td>4</td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>5</td>
</tr>
<tr>
<td>Summary</td>
<td>1</td>
</tr>
<tr>
<td>Detailed budget</td>
<td>3</td>
</tr>
<tr>
<td>Budget explanatory notes</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>25</strong></td>
</tr>
</tbody>
</table>

Table 9. List of Annexes (attached as separate documents)

<table>
<thead>
<tr>
<th>Annex No.</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Keun Faaba III Evaluation Plan</td>
</tr>
<tr>
<td>2</td>
<td>Keun Faaba III Indicator Performance Tracking Table</td>
</tr>
<tr>
<td>3</td>
<td>CRS Report Review Template for USDA Evaluations</td>
</tr>
<tr>
<td>4</td>
<td>CRS Standard Tools</td>
</tr>
<tr>
<td>5</td>
<td>Keun Faaba III Performance Monitoring Plan</td>
</tr>
<tr>
<td>6</td>
<td>CRS internal COVID-19 Guidance</td>
</tr>
</tbody>
</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 commence.

**Clarifications**

Questions must be submitted via e-mail to kathleen.mackin@crs.org no later than March 3, 2022, by 11:59 pm EST. 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
The proposal should contain no more than a total of 25 pages of which; technical proposal 20 pages and financial proposal 5 pages (see table 8 above). The proposals must be submitted no later than March 18, 2022 at 11:59 pm EST to kathleen.mackin@crs.org.

XII. Selection of the Evaluation Team
All evaluations will be conducted by an external independent consulting firm or individual evaluator in coordination with CRS’s regional and national MEAL technical advisors and the CRS Program Quality Department. CRS will advertise the ToR for the baseline, midterm and final evaluations together and recruit one consultant or firm to conduct all three studies. The firm will be selected following a competitive, transparent and independent procurement process conducted by CRS procurement team.

The proposal will be assessed using the following criteria:

- Soundness of the technical approach.
- Practicality of the methodologies proposed.
- Timeframe.
- Cost Efficiency and Evaluation consultant qualifications (see above).

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 criteria category table below:

<table>
<thead>
<tr>
<th>Criteria Category</th>
<th>Points</th>
</tr>
</thead>
</table>
Bid Submission
- Bid submitted on time
- Offeror is eligible to receive funding per background checks
- Bid includes Team CV, writing samples and technical approach to SOW
- Any potential conflict of interest
- References

| Qualifications – CV and skill of Evaluation Team | 30 |
| Past Performance – Writing samples, past evaluations, and related deliverables | 15 |
| Technical Approach – Offeror will be evaluated based on their responsiveness to deliverables | 45 |
| References – Three (3) client references | 10 |
| Total Weight | 100 |

The criteria category score will be weighted in accordance with the table above. The evaluator/bid committee member will add the individual scores for each category with the total possible score for the **technical proposal** being 100.

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.

**XIII. Proposal Submission Terms**

**Modification**

Solicitation # BJ162762.03.2022
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 known 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.

**General 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.

CRS’ code of conduct: “The Supplier or Service Provider agrees to adhere to the requirements laid out in the Supplier and Service Provider Code of Conduct. [https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf](https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf)”

**Agreement**
Any resulting consulting agreement will be subject to the terms and conditions contained in Terms of Contract.
This CONSULTING AGREEMENT (the “Agreement”) is entered into as of [date], 2020, between CATHOLIC RELIEF SERVICES - 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 Information Sheet, 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 Information Sheet, time is of the essence.

5. 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.

6. 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.

7. Reports and Data. All reports and data prepared by Consultant in connection with the services
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 Information Sheet, 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 Information Sheet 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.

3. 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 Information Sheet. Invoices for such reimbursable expenses shall be submitted to the CRS Contact Person identified on the Consultant Information Sheet 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. Consultant acknowledges, understands, and agrees to comply with the CRS Policy on Safeguarding attached hereto as Appendix A.

8. Code of Conduct and Ethics. CRS encourages Consultant to have or develop a Code of Conduct and Ethics substantially similar to the CRS Code of Conduct and Ethics attached hereto as Appendix B and receive training on the same. In the absence of such a policy and training, Consultant is encouraged to voluntarily adopt and train its staff on this CRS policy.

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 Information Sheet, 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 (d) at its convenience and without fault of the Consultant upon fifteen (15) calendar days’
written notice.

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

Article V FORCE MAJEURE

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

Article VI INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Article VII NOTICES

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

   If to Consultant: To the Consultant’s electronic or physical mailing address or addresses as indicated on the Consultant Information Sheet.

   If to CRS: To the electronic address of the CRS Contact Person as indicated on the Consultant Information Sheet 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.

Catholic Relief Services:

By:
(Authorized HQ Global Supply Chain Management Unit Signature)

Printed Name:

Date:

Title:
HQ Department of Global Supply Chain Management Unit

Consultant:

By:
(Consultant’s Signature)

Printed Name:
USDA Additional Required Clauses

I. General

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

II. Record Retention, Access and Inspections

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

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

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

III. Code of Conduct

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

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

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

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

VII. Prohibition against trafficking in persons
1. The Consultant and its employees, labor recruiters, brokers or other agents as well as its contractors at any tier, must not engage in:
   a. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of the Award;
   b. Procurement of a commercial sex act during the period of the Award;
   c. Use of forced labor in the performance of this Agreement;
   d. Acts that directly support or advance trafficking in persons, including the following acts:
      i. destroying, concealing, confiscating or otherwise denying an employee access to that employee's identity or immigration documents;
      ii. failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
         (1) exempted from the requirement to provide or pay for such return transportation under this Agreement; or
         (2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
iii. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations or promises regarding that employment;

iv. charging employees recruitment fees; or

v. providing or arranging housing that fails to meet the host country housing and safety standards.

2. In the event of a violation of Section VII.1, CRS is authorized to terminate this Agreement without penalty and each of CRS and the Donor is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

3. If the Consultant receives any credible information from any source that alleges that the Consultant or any of its contractors or agents have engaged in any of the prohibited activities identified in this provision, the Consultant must immediately notify CRS in writing and must fully cooperate with any CRS or U.S. Government agencies responsible for audits, investigations or corrective actions relating to trafficking in persons.

4. For purposes of this Section VII, “employee” means an individual who is engaged in the performance of this Agreement as a direct employee, consultant or volunteer of the Consultant.

5. The Consultant must include in all agreements a provision prohibiting the conduct described in Section VII.1 by a contractor or any of its employees. The Consultant must also include a provision authorizing the Consultant to terminate the agreement as described in Section VII.2.

VIII. 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 set forth in 2 CFR 400.2. 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 shall enter into a written contract with each provider of goods, services or construction work and submit to CRS a copy of each such contract upon request.
The Consulting Agreement presents the Terms & Conditions ("T&Cs") which CRS considers to be essential and relevant to the contractual relationship between the parties. Bidders are expected to familiarize themselves with these T&Cs and be prepared to be governed by them in substantially the form presented here. In submitting a proposal, a vendor who desires to request an exception to these T&Cs and/or desires to propose an alternative approach to a particular provision should identify such provision(s) and explain the rationale for the exception or alternative. Additionally, should the Bidder propose to use a form contract adapted to its particular services which substantially conforms to the T&Cs presented here, that form contract should be submitted as part of the Bidder’s Bid Package with section XV.

Terms and Conditions Acceptance

I hereby accept and agree to the Terms and Conditions of this Request for Proposal for McGovern-Dole International Food for Education and Child Nutrition Program to be carried out for Catholic Relief Services, located at 228 W. Lexington St., Baltimore, MD. 21201.

Name and Title of Authorized Respondent

Signature:
Date: