

1. Request For Proposal

Tender Name: RFP to conduct research and writing of annual insights series for Mercy Corps Ventures		Tender No: HQ 407
Location: Global	Correspondence Language(s): English	
<p>Brief Summary Description of Project:</p> <p>Mercy Corps Ventures (MCV) seeks to partner with an organization that can lead the research and writing of our annual insights series. The initiative will be focused on the theme of “climate-smart data” and will involve landscaping research, interviews with roughly 25 startups and industry stakeholders, analysis and collation of insights, and copywriting insights as a series of articles or reports.</p> <p>Interested and qualified firms are invited to send in proposals as per the tender instructions below.</p>		

RFP Available from: May 30th, 2023	RFP Pickup Location: https://www.mercycorps.org/tenders
Deadline for Bid Submission: June 18th, 2023 at 5PM pacific time.	Submit Bids to: tenders@mercycorps.org

Mercy Corps reserves the right to accept or reject any late offers

Questions and Answers (Q&A)	
If any, Submit Questions in writing to: lkagai@mercycorps.org	
Last Day for Questions: June 6th, 2023, at 5PM pacific time	Questions will be answered by: June 7th, 2023, at 5PM Pacific time
Questions will be answered through: All consolidated questions and responses will be uploaded on the website https://www.mercycorps.org/tenders	

Documentation Checklist	
These documents are contained within this tender RFP:	<ul style="list-style-type: none"> • Request for Proposal • General Conditions for RFP • Criteria and Submittals • Supplier Information Form • Supplier Modern Slavery Questionnaire • Scope of Work/Technical Specifications/BOQ • Sample Contract

2. General Conditions for Tender

Mercy Corps invites proposals for the services described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of work/materials specified in the RFP without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1 Mercy Corps' Anti-Bribery and Anti-Corruption Statement

Mercy Corps strictly prohibits:

- *Any form of bribe or kickback in relation to its activities*
This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- *Conflicts of interests in the awarding or management of contracts*
If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- *The sharing or obtaining of confidential information*
Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- *Collusion between/among offerors*
Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

Violations of these prohibitions, along with all evidence of such violations, should be reported to:

<http://mercy Corps.org/integrityhotline>

Mercy Corps will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with Mercy Corps. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to Mercy Corps' donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor,

whether the contract is with Mercy Corps or any other entity.

2.2 Tender Basis:

- All bids shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each bidder may make one response only.
- Each bid shall be valid for the period of [180 days] from its date of submission.
- All bids should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any bidder will be issued to that bidder. In some cases Mercy Corps may choose to issue clarifications to all bidders. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
- This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

2.3 Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if they:

- Are not registered companies
- Are bankrupt or in the process of going bankrupt
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
- Have been guilty of grave professional misconduct
- Have not fulfilled obligations related to payment of social security and taxes
- Are guilty of serious misinterpretation in supplying information
- Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti-Corruption Statement
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are



presently excluded or disqualified from participation in this transaction by: the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

2.4 Response Documents

Bidders can either utilize the response documents contained in this RFP to submit their bid or they can submit a bid in their own format as long as it contains all the required documents and information specified by this tender.

2.5 Acceptance of Successful Response

Documentation submitted by bidders will be verified by Mercy Corps. The winning bidders will be required to sign a contract for the stated, agreed upon amount.

2.6 Anti-Terrorism

It is Mercy Corps' policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

3. Criteria & Submittals

It is Mercy Corps' policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

3.1 Contract Terms

Mercy Corps intends to issue a **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in [Section 5](#) herein. By submitting a bid, bidders certify that they understand and agree to all of the terms and clauses contained in [Section 7](#).

3.2 RFP Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct evaluations of received bids (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the evaluation of an offer.

Documents supporting the Eligibility Criteria:

- Legal Business Registration/ certificate of incorporation
- Evidence of complying with tax legal requirements in the country where incorporated

Documents to conduct the Evaluation and additional Due Diligence:

1. Company Profile (500 words max.) - A brief outline of your organization and services offered, including:
 - Full legal name, jurisdiction of organization or incorporation and address of the company
 - Name, address, telephone number and email address for principal contact
 - Written confirmation that this proposal will expect the vendor to interview up to 25 stakeholders based across the world and in multiple timezones, via phone or video - there is no expectation of, or specific budget for, travel to complete any interviews in person
2. Your Understanding of the Research Initiative (1000 words max.)

Description of how you would envision the design and implementation of the research agenda using the information in the scope of work - we are looking to design the research agenda together with our selected vendor, that the vendor will then lead. We want to understand how you imagine the initiative could work

1. Focus on: the climate-data theme, the learning questions, and the target audience
3. Case studies/writing samples from previous clients or internal operations with a similar scope of operations as this tender
4. Description of proposed fee structure for tender, proposed timeline and work plan, and budget for leading both the research and writing phases of this research initiative

Price Offer:

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price.

No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price,

The following information in the order listed must be included in the bid of any potential bidder:

- Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
 - A detailed Proposal
 - Time plan
 - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)

- Other important documents bidder feels need to be attached to support their proposal

The original proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the proposal.

3.3 Currency

Offers should be submitted in: USD
 Payments will be made in: USD

3.4 Evaluation

Trade-Off Method

Mercy Corps Tender Committee will conduct an evaluation which will grade selection criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Bidder’s proposals should consist of all required details so a Mercy Corps committee can thoroughly evaluate the selection criteria listed herein and assign points based on the strength of an entire submission.

Award criteria shall be based on the proposal’s overall **“value for money”** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.

Bidder(s) with the best score will be accepted as the winning bidders(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence.

When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:

Point	Rationale
0	Not acceptable; has not met any part of the specified criteria
1-4	Has met only some minimum requirements and may not be acceptable
5	Acceptable
6-9	Acceptable; has met all requirements and exceeds some

10	Acceptable; has exceeded all requirements		
Evaluation Criteria	Weight (%)	Possible Points (1 to 10)	Weighted Score
	(A)	(B)	(A*B)
Corporate Criteria and Track Record: Offeror’s qualifications, experience, performance on similar projects, and resources for this project. Offeror has demonstrated understanding of, and experience in, working in research and insights related to climate adaptation, startups and innovation, and/or data. Offeror has a track record of working in research and insights production	30%	10	0.3
Understanding of Program: Offeror’s understanding of deliverables.	30%	10	0.3
Implementation and Project Management: Offeror’s ability to manage both phases of the program (research and writing)	20%	10	0.2
Proposed fee structure for program and proposed timeline and budget	20%	10	0.2
TOTAL POSSIBLE SCORE:	100%		

3.4.1 Additional Due Diligence

Upon completion evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Ineligibility Compliance check
- Any other step deemed necessary

4. Scope of Work/Technical Specifications

4.1 Background

About Mercy Corps and Mercy Corps Ventures:

Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we partner to put bold solutions into action — helping people triumph over adversity and build stronger communities from within. Now, and for the future.

Mercy Corps Ventures invests in and catalyzes venture-led solutions to increase the resilience of underserved individuals and communities. We've supported 43 early-stage companies driving solutions in adaptive agriculture and food systems, inclusive fintech, and climate-smart technologies, so that those living in frontier markets can withstand disruption and plan for the future. Learn more at www.mercycorpsventures.vc and in our [Resilient Future Thesis](#).

Background:

Through the work of our portfolio companies and piloting real-world use cases, we build the evidence base for nascent and unproven technology solutions across climate adaptation and financial services. We do this to establish donor confidence in underserved markets and move the needle from skepticism and doom to confidence and action in the climate change and frontier finance discourse. We do this by producing robust and respected insights in order to establish our position as thought leaders and influence the movement of capital to solutions we care about.

Purpose / Project Description:

Mercy Corps Ventures (MCV) seeks to partner with an organization that can lead the research and writing of our annual insights series. The initiative will be focused on the theme of “climate-smart data” and will involve landscaping research, interviews with roughly 25 startups and industry stakeholders, analysis and collation of insights, and copywriting insights as a series of articles or reports. Specifically, the series will be targeted at an audience of donors and funders, and will explore:

What is climate-smart data, what does it mean for emerging market startups, and what is the value for underserved end users? How can data interact across sectors for maximum impact? What are the opportunities to fund, scale, and optimize data as an impact tool?

Find examples of previous insights series on [The Climate Resilience of Small Businesses](#) in 2022 and [Crop Microinsurance](#) in 2021.

Specifically, the key audience for this insights series is donors and funders.

Objectives:

This Scope of Work (SOW) is applicable to an organization that has experience and capabilities in research and writing on climate adaptation in emerging markets. It is desirable that this organization has expertise in research and writing on technology, startups and innovation, and data.

The vendor should be able to complete the following responsibilities:

- Work with the MCV team to design the research agenda
- Complete all research outlined in the research agenda, including, but not limited to: landscaping, interviews/surveys with startups and industry stakeholders, and the collation of user and product data from startups. The vendor will complete a full analysis of the findings and present the insights to the MCV team
- Lead the structuring and writing of all insights as a series of articles/reports with input and reviews from the MCV team. The Ventures team will be responsible for making the final decision regarding which insights to forefront and for presenting these materials externally in the MCV brand style. All materials will feature both the MCV and research vendor's logo

Note: This project will be run in close collaboration with the MCV team. The vendor is expected to share weekly email updates with the MCV team and commit to a minimum of 5 alignment meetings over the course of the 6-month project

Framing:

This research should explore the environment and limitations on data now, and forecasts for the next 5-10 years. Overall the insights should have a future focus, forecasting the opportunities being unlocked for emerging markets.

Content flow:

1. The state of data and forecasts for the next 10 years
2. What this means for startups operating in specific sectors
3. What this means for user personas in urban and rural areas

Areas & Startups - the below provides a sample of the areas we can explore through the startups in our portfolio and wider networks. Through this research, we will aim to explore how evolving data will shape the startups and solutions emerging in these areas.

- Supply chain & logistics (i.e. monitoring, traceability, regulatory compliance, optimization, market access, supply)
- Sustainable / regenerative agriculture (i.e. precision ag, weather forecasting, credit, insurance, mechanization, productive assets, advisory)
- Inclusive FinTech (specifically for managing and transferring climate-related risks through insurance, savings, credit, SME finance)
- Nature-based solutions, climate tech and environmental analytics (i.e. carbon emissions tracking, carbon credit production, climate risk analytics, flood mapping, land use and planning)
- Other digital products / services for small businesses and populations in informal, urban settlements

Users

Urban persona e.g. small businesses, producers/light manufacturers, participants in supply chains, climate migrants

Rural persona e.g. smallholder farmers, marginalized communities/households, land stewards

Learning Questions

Seeking to understand

- What is 'climate-smart data'
- What is the current state of the data landscape in emerging markets
- What are some signals from the current state that foreshadow the availability, accessibility, cost and quality of data in the future
- How is data collected (via which products and services) and how is it being applied to drive climate adaptation and resilience
- How does data under our chosen areas interact at the:
 - 1) systems level
 - 2) startup level
 - What does this mean for current and aspiring founders? What new products and/or services can this new data reality unlock or allow for?

- 3) user level
 - What does the evolution of startups in this area mean for end users? both **now**, and how do we expect the landscape to look in the **future**

Uncover

- What is the opportunity for emerging market startups building products and services to drive climate resilience
 - How can data interact or be shared between sectors to enhance verticals for maximum impact
 - If it doesn't already interact, how can it - what are the next steps and recommendations for optimizing products, services, and decisions with the data we do, or could, collect
 - How can we ensure this data drives the most value/impact for the end user in driving their resilience to a changing climate
 - Do different approaches need to be taken to drive value for male and female users
- What are the opportunities for collaboration within the ecosystem
- Ultimately: what is the emerging market funding opportunity for climate-smart data, and how will this support delivering climate adaptation and resilience for underserved users in urban and rural contexts

Deliverables:

1. Produce research initiative design, with support from the MCV team (in shared Google Document):
 - Draft overall initiative design in a shared Google Document:
 1. define initiative approach, work plan, and timelines
 2. define learning questions, focus, and research hypothesis
 3. shortlist right-fit startups and industry stakeholders for interview
2. Complete full research phase:
 - Completion of initial research activities
 1. desk-based research and landscaping
 2. design surveys for each of the two stakeholder sets
 - Completion of research activities, as defined in the research design, including but not limited to:
 1. interview startups
 1. MCV Marketing Lead may require support to source photos and videos of entrepreneurs and users via the startup group
 2. interview industry stakeholders
 3. collate relevant user and product data from startups
 - Complete initial analysis of findings (in a shared Google Slides deck):
 1. present a Google Slides deck with synthesis of findings to the MCV team
 2. workshop with the MCV team to ask questions and iterate on findings for input
 3. if required, complete additional research (possibly including interviews) after first synthesis
 - Complete final analysis of findings and produce proposal for article flow and structure (in a shared Google Slides deck:

1. present a Google Slides deck to the MCV team for input and approval for the writing phase
3. Complete writing phase
 - Draft a minimum of 5 articles, approximately 2.5k words in length
 - Articles should be inclusive of relevant graphics, charts, tables, and landscaping visuals, we would expect roughly 5 visuals per article
 1. share with the MCV team for version 1 review and integrate feedback
 2. share with the MCV team for version 2 review and integrate feedback
 3. share with the MCV team for version 3 review and integrate feedback
 4. share final, polished version with the MCV team ready for design and publication

Once the above phases are complete, MCV will lead on the packaging and dissemination of the series.

Note: This project will be run in close collaboration with the MCV team. The vendor is expected to share weekly email updates with the MCV team and commit to a minimum of 5 alignment meetings over the course of the 6-month project

Timeframe / Schedule:

- Research initiative design to take place during the month of July
- Research activities to take place between the months of July and mid-August
- Analysis of findings and presentation of insights to the MCV team to take place at the start of September
- Writing phase to take place between early-September and early-October
- **Deadline for final articles: 9 October 2023**
- We expect to publish the series over the month of November (ahead of global climate conference, COP28)



This is the anticipated contract. However, if required, additional terms and conditions may be added by Mercy Corps in the final contract.

SERVICE CONTRACT

Contract No. _____

THIS SERVICE CONTRACT entered into as of _____ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“Mercy Corps”) and _____ (“Contractor”) is as follows:

1. Defined Terms. Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. “Contract” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.

2. Delivery of Services.

a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.

b. Contractor will perform all Services through the services of Contractor’s employees or subcontractors approved by Mercy Corps. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor shall require its subcontractors, agents, and others retained to perform the services to comply with all applicable terms and conditions of this Agreement in providing such services and shall remain primarily liable to Mercy Corps for the performance of such subcontractor, agent or third party approved by Mercy Corps. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the Agreement. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

3. Compliance with SOW and Changes to the SOW. Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor’s performance under the SOW by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps does not apply to change Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor’s performance, an equitable adjustment may be made in the SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.

4. Invoicing and Payment.

a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). Final invoices must be submitted within 60 days of the end date of the Contract. Contractor

recognizes that in many cases Mercy Corps' donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include (i) the Contract Number; (ii) Contractor's name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, (vi) properly reimbursable expenses (if any) incurred along with receipts for such expenses (if applicable) for all individual expenses exceeding \$25 USD, and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps' receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps' reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services.

b. Except as otherwise provided in the Statement of Services, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.

c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

5. Taxes, Duties and Expenses.

a. Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

b. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.

6. Representations, Warranties and Additional Covenants. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.

a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.

- b. Contractor has the requisite skills to perform the Services in accordance with the SOW.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.
- e. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- f. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.
- g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
- h. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- i. Contractor has not engaged in, and will not engage in, any of the following conduct: (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); (B) procuring a commercial sex act; or (C) using forced labor.
- j. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- k. Contractor understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these

policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website (mercy corps.org/integrityhotline). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.

1. Contractor and those performing services on Contractor's behalf have the necessary knowledge, qualifications, licenses, permits, ability and expertise to perform the services and comply fully with the terms of the Agreement.

7. Independent Contractor. The parties intend to be independent Contractors. Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.

8. Work Product and Intellectual Property Rights.

a. "Work Product" means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.

b. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country's copyright laws will constitute "works made for hire" under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.

c. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.

d. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.

e. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. "Moral Rights" means any and all right to claim authorship or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation,

and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “*moral right*”.

f. Contractor warrants and represents that (i) it has the rights to any Work Product created under this Agreement; (ii) no part of the works produced or furnished by the Contractor under this Agreement will defame or libel, or infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party; and (iii) any media containing any digital program which is included in the works produced or furnished by Contractor will be free from defects in material and workmanship and will contain no virus or disabling device or content that could interfere with continuous performance of such computer program.

9. Confidentiality and Data Security. Contractor agrees and warrants that it will maintain in strict confidence Confidential Information. The term “Confidential Information” includes (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Agreement (including all Statements of Services); (iii) nonpublic information concerning the affairs, activities, policies, proposals, projects, employees, donors or potential donors, finances, property or method(s) of operation, trade secrets, know-how and similar information of Mercy Corps, its affiliates, as well as any third party and its affiliates with which Mercy Corps may collaborate, and (iv) any Mercy Corps information that contains personally identifiable information hereby defined as information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (referred to as “PII”). Contractor agrees to the following:

a. Contractor will comply with the Mercy Corps’ [Responsible Data Policy](#) and all Federal, State and applicable laws and regulations governing the confidentiality and privacy of the information provided under this Agreement. If Contractor will be processing Confidential Information of persons that are subject to General Data Protection Regulation (GDPR), then Contractor shall complete and adhere to Schedule III to this agreement, including providing Mercy Corps with a complete and accurate list of data sub-processors that will be utilized as part of Contractor operations. Mercy Corps reserves the right to reject any sub-processors that, in its sole discretion, it deems inadequate to comply with the terms herein related to data processing.

b. Contractor will treat Confidential Information with the same standard of care that it may use to maintain its own confidential information, provided that the standard is not negligent. This includes maintaining appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

c. Contractor agrees to the implement and follow additional data security requirements concerning PII and hereby represents and warrants the following:

1) At all times during the term of this Agreement, with respect to PII, Contractor is capable of providing, and will maintain, reasonable physical, technical and administrative safeguards appropriate for any PII received from Mercy Corps, or created or received on Mercy Corps’ behalf:

2) Contractor will ensure that any transmission specifically of donor data containing PII between Mercy Corps and Contractor is conducted via secure FTP or secure/encrypted email, or other mutually agreed upon secure file sharing platform; and

3) Contractor will maintain sufficient procedures to detect and respond to any attempted unauthorized acquisition or use of PII in paper or electronic form or interference with information system operations affecting electronic PII.

d. Contractor agrees to use Confidential Information only as required by to perform its services for Mercy Corps under this Agreement, and will not reveal it to a third party or use for any other purpose without the prior written consent of Mercy Corps. Except as otherwise authorized in advance by Mercy Corps, Contractor will not provide to any third party either access to, or information about, Mercy Corps systems, platforms, and other mechanisms without the express written permission in each instance.

e. At the termination of the Agreement, Contractor will return to Mercy Corps all Confidential Information provided by Mercy Corps to Contractor, or otherwise take appropriate measures as requested by Mercy Corps to remove any copies of Confidential Information in Contractor's possession and cause its subcontractors, agents, and others involved in the services to do the same.

10. Indemnification. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an "Indemnitee"), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.

11. Termination. This Contract may be terminated under the following circumstances:

a. by both Parties on mutual written agreement of the Parties;

b. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;

c. by Mercy Corps immediately upon written notice in the event Mercy Corps' donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under this Contract;

d. by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;

e. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction,

strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or

f. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event of termination due to Contractor's breach of this Contract or by Contractor for Contractor's convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps' breach of this Contract, by Mercy Corps for Mercy Corps' convenience, due to force majeure event, or due to loss of funding, Mercy Corps will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps will not be responsible for any expenses incurred in anticipation of termination or suspension.

[ALTERNATIVE CLAUSE IF USING LIQUIDATED DAMAGES -DELETE IF NOT APPLICABLE]: [If Mercy Corps determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps may terminate this Contract. Contractor's breach of its obligations under this Contract will result in Mercy Corps incurring damages in an amount that will be difficult to establish and leave Mercy Corps without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach: *[insert dollar amount or other formula for determining the amount of damages]*].

12. Dispute Resolution. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.

13. Access to Books and Records. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.

14. Additional Donor Terms and Conditions. The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Contract or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.

15. Miscellaneous.

a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.

b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.

c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).

d. Time is of the essence of each and every obligation of Contractor under this Contract.

e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.

f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.

g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.

h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.



IN WITNESS WHEREOF, this Service Contract has been duly executed as of the date first written above.

MERCY CORPS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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6. Attachments to the RFP

Attachment 1 -Supplier Information Form template

*The information provided will be used to evaluate the Company before contracting with the Mercy Corps.
Please complete all fields.*

Supplier Information

Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	
Website	
Phone/Fax Numbers	Phone: _____ Fax: _____
Primary Contact	Name: _____ Phone Number: _____ Email Address: _____
# of Staff	
# of Locations	
Avg. Value of Stock on Hand (USD)	
Government - owned (yes/no)	
Name(s) of Board of Directors	
Name(s) of Company Owner(s)	

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Parent companies, if any	
Subsidiary or affiliate companies, if any	

Financial Information

Bank Name and Address	
Name under which company is registered at bank	
Payment Terms	Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No
Specify Standard Payment Terms (Net15, 30, etc.)	

Product/Service Information

List Range of Products/Services Offered	
Basis For Pricing (Catalog, List, etc.)	
List or link to the technical/security measures used to protect your product/services	
List or link to your data sub-processors	

References

Client Name:	<u>Contact Name, Phone, Email Address:</u>
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Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>

Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donor's funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, internal sexual misconduct, abuse or exploitation of children, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including: working conditions and social rights; avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from harassment (including sexual harassment), exploitation, abuse, bullying and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related



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or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.

15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.

16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

If the Company cannot certify to any of the above, it should explain why not. Mercy Corps may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name: _____

Name of Representative: _____

Title: _____

Signature: _____

Date: _____

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FOR MERCY CORPS USE ONLY

Following documents have been provided:

Documents	
Legal Business Registration	
Latest Tax Registration Certificate	
<i>Technical proposal</i>	
<i>Financial Proposal</i>	
Company Profile	
References from previous work projects	
<i>Case Studies</i>	

I _____ an employee of Mercy Corps having completed and reviewed this form confirm the accuracy of information provided:

Name _____

Title _____

Signature _____

Date* _____

*Supplier to be re-authorized one year from this date.

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Attachment 2 – Supplier Modern Slavery Questionnaire

Modern Slavery and Trafficking Supplier Questionnaire

The UK Modern Slavery Act 2015 prohibits all forms of modern slavery. Modern slavery is a term used to describe the criminal offences of slavery, servitude, forced or compulsory labour and human trafficking. Victims have their freedom restricted and are exploited for personal and/or financial gain.

Please complete the below questions in as much detail as possible.

Contact details - Supplier			
Organization name			
Organization address			
Parent company (if applicable)			
Contact person			
Contact email			
Contact phone			
Description of goods, materials and/or services provided:			
Worker Information	Male	Female	Total
Total number of workers			

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Total number of permanent workers			
Total number of seasonal or contract workers or otherwise in non-permanent employment			
Total number of workers provided through agencies, labour brokers, and/or outsourced labour companies			
Date of Questionnaire completion			

Organization Structure	
1.	<p>How much visibility does your organization have over your supply chain? Please select one of the below and explain why you selected this option:</p> <p><input type="checkbox"/> High: You have mapped the full supply chain for key products and services used by your organization and have identified key suppliers at all levels of your supply chain.</p> <p><input type="checkbox"/> Moderate: You have identified major Tier One suppliers and have partially or fully mapped the supply chains for key products and services of your supply chain.</p> <p><input type="checkbox"/> Developing: You have identified major Tier One suppliers. You have very limited or no visibility of your supply chains below the Tier One level.</p>
2.	<p>Does your organization have a policy or policies in place to deal with modern slavery?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
3.	<p>Does your organization have a person or team responsible for overseeing modern slavery risks (including record keeping regarding contractors and subcontractors) that arise in relation to the goods or services that you deliver?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Training	

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4.	Are staff in your organization trained on how to identify, assess and respond to modern slavery risks? <input type="checkbox"/> Yes <input type="checkbox"/> No
Supplier Engagement	
5.	Does your organization perform screening of all prospective suppliers to assess the risks of modern slavery or other human rights harms that may occur in its operations and supply chains? <input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Are you aware of low-skilled migrant workers working in your organization's supply chains? <input type="checkbox"/> Yes <input type="checkbox"/> No
Response processes	
7.	Does your organization engage in any other due diligence activities to identify, prevent and mitigate risks specific to modern slavery in its operations and supply chains? If so, please describe these activities. <input type="checkbox"/> Yes <input type="checkbox"/> No