

1. Request for Proposal

Tender Name: Establishment and strengthening North-East Women Economic Empowerment Network (NEW – EEN)	Tender No: NIG/ABV/TEN0050
Location: (Borno, Adamawa, Yobe and Gombe States_ Nigeria)	Correspondence Language(s): English
<p>Brief Summary Description of Project: Mercy Corps is a global organization powered by the belief that a better world is possible. Mercy Corps started its operations in 1979 in Portland, USA and has since expanded to 43 countries worldwide. The organization exists to alleviate suffering, poverty and oppression by helping people secure productive and just communities. Our work focuses on areas of emergency relief, sustainable economic development, gender and education. Mercy Corps has been in Nigeria since 2012 and has grown into a multi-sectoral country office with more than 400 staff across offices in FCT, Gombe, Maiduguri, Biu, Yola, Damaturu, Kebbi, and Benue where millions of beneficiaries are served</p> <p>The Feed the Future Nigeria Rural Resilience Activity (RRA) is a 5-year USAID funded program being implemented by a consortium led by Mercy Corps with support from IFDC and Save the Children across the states of Adamawa, Borno, Gombe and Yobe in North-East Nigeria. The Rural Resilience Activity will facilitate economic recovery and growth in vulnerable, conflict-affected areas by promoting systemic change in market systems. This will ensure long-term improvements to markets that will sustainably move over 500,000 individuals out of chronic poverty</p>	

Tender Package Available from: (1 st / February / 2022)	Tender Package Pickup Location: Tenders are available to download from: <u>www.mercycorps.org/tenders</u>
Deadline for Offer Submission: (15 th / February /2022; 5:30 PM)	Submit Offers to: For Hard copy Submission Proposal Subject: “NIG/ABV/TEN0050 Establishment and strengthening North-East Women Economic Empowerment Network (NEW – EEN) at Plot 166, Umaru Dikko Street, Jabi. Abuja For Email submissions, Proposal Subject ““NIG/ABV/TEN0050 Establishment and strengthening North-East Women Economic Empowerment Network (NEW – EEN).” should be sent to <u>tenders@mercycorps.org</u>

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

Questions and Answers (Q&A)

If any, Submit Questions in writing to: (qa-ng-tenders@mercycorps.org)

Last Day for Questions:
(11th / February / 2022; 3:00 pm)

Questions will be answered by:
(14th / February / 2022; 3:00 pm)

Questions will be answered through: (qa-ng-tenders@mercycorps.org)

Documentation Checklist

These documents are contained within this tender package:

- ✓ Invitation to Tender
- ✓ General Conditions for Tender
- ✓ Criteria and Submittals
- ✓ Price Offer Sheet
- ✓ Supplier Information Form
- ✓ Scope of Work/
- ✓ Sample Contract

2. General Conditions for Tender

Mercy Corps invites proposals for the goods, services and/or works 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 Tender Package 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:

integrityhotline@mercycorps.org

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 offers 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 offeror may make one response only.
- Each offer shall be valid for the period of [180 days] from its date of submission.
- All offers 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 offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. 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.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

2.4 Response Documents

Offerors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer 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 offerors will be verified by Mercy Corps. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

2.6 Certification Regarding 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

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 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6.

3.2 Specific Eligibility Criteria

Eligibility criteria must be met, and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- The offeror must be legally registered
- The offeror must be in good standing with its governing tax authority
- Tax Registration/Identification Certificates
- Evidence of Financial Capability (Banks Statements/Reference Letter)

3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (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 technical evaluation of an offer.

Documents supporting the Eligibility Criteria:

1. Legal Business Registration certificate (CAC Cert.)
2. Tax Clearance Certificate – 2020 (Compulsory for registered Companies)
3. Financial Capability (Banks Statements/Reference Letter/Similar High Value Award)

Documents to conduct the Technical Evaluation and additional Due Diligence: Documents submitted should contain or provide information needed to evaluate the criteria as mentioned below it.

1. Company Profile

- Team or Individual should have least a first degree in social sciences or arts and relevant experience
- Fluency in English is essential. Knowledge of local language is an added advantage
- Excellent knowledge of and experience with humanitarian guidelines and principles.
- Excellent reporting and presentation skills.
- Ability to work collaboratively with the other team members/partners

2 Evidence of Experience

- Extensive theoretical and practical experience in youth and women centered projects
- Experience in mentoring and raising leaders towards women empowerment and gender equality
- Experience working with INGOs
- Willingness to travel and meeting deadlines.
- Ability to work in a multicultural and inter-sectoral environment.
- Ability to coordinate, direct and supervise others to achieve a common goal.
- Must have successfully established or strengthened Women-led networks for leadership and advocacy purposes (reports, pictures, and other MOVs to be presented as evidence)

3 Technical Proposal

- Good understanding of business context of Northeast Nigeria
- Excellent analytical and report writing skills
- Demonstrated understanding of strengthening youth/women resilience through livelihoods.
- Commitment to and understanding of Feed the future Rural Resilience Activity aims, values and principles
- In-depth knowledge in development of sustainable mentoring plan based on proposal/costed workplan alignment with Women Economic Empowerment, policy advocacy, conflict sensitivity and resilience building for North East Nigeria

3. Financial Capability.

- Provide evidence of Financial Capacity to undertake this activity either by providing evidence in similar high value services done in the past, bank statement or Financial Statement.

4. Financial Proposal

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, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must not include VAT and customs duties in their offer. However, Mercy corps Charge WHT in line with government regulation in Nigeria

3.4 Currency

Offers should be submitted in: _____ NGN _____

Payments will be made in: _____ NGN _____

3.5 Tender Evaluation (Trade-Off Selection Method)

Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

3.5.1 Scoring Evaluation

Trade-Off Method

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

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

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)
Company Profile/CV	15		
Evidence of Experience	15		
Technical Proposal	40		
Financial Capability	15		
Financial Proposal	15		
TOTAL POSSIBLE SCORE:	100%		

3.5.2 Additional Due Diligence

Upon completion of both the technical and financial 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
- [Restrictive Party Screening](#)

4. Offer Form

Offerors must submit their own independent offer including at least (but not limited to):

- All documents requested in the “Eligibility Criteria” section of this Tender Package
- All documents requested in the “Tender Submittals” section of this Tender Package
- All information listed in the “Documents Comprising the Proposal” section below

All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.

Documents Comprising the Proposal

The following information must be included in the offer of any potential offeror:

- 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 specification of the offered goods, services
 - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
- Other important documents offeror feels need to be attached to support their proposal

The original proposal shall be signed by the offeror or a person or persons duly authorized to bind the offeror 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.

5. Scope of Work/Technical Specifications

5.1 Background

Mercy Corps is a global organization powered by the belief that a better world is possible. Mercy Corps started its operations in 1979 in Portland, USA and has since expanded to 43 countries worldwide. The organization exists to alleviate suffering, poverty and oppression by helping people secure productive and just communities. Our work focuses on areas of emergency relief, sustainable economic development, gender and education. Mercy Corps has been in Nigeria since 2012 and has grown into a multi-sectoral country office with more than 400 staff across offices in FCT, Gombe, Maiduguri, Biu, Kano, Lagos, and Jos where more than 500,000 beneficiaries are served.

Scope of Work

Purpose / Project Description:

Prevailing cultural and social norms remain a central cause for disproportionately disadvantaging women and creating multiple constraints for them. These constraints include: limited ownership, access to, and control of long-term assets, resources and services, market system exclusion; high levels of illiteracy and numeracy incapability; limited access to income and decision making over expenditures and lack of government support.

The activity's overall goal is to effect long-term sustainable improvements to markets in Northeast Nigeria that will promote stability, improved nutritional status and sustainable progress out of poverty. This approach involves promoting systemic changes in agricultural and non-agricultural market systems by removing barriers to entry and aligning incentives for new and existing market actors to develop and strengthen business models that are inclusive of young people and women. It places a major emphasis on increased economic participation of women, youth and other marginalized groups, building trust by leveraging social networks and creating commercial relationships between market actors to improve leadership and power dynamics, facilitate information flows, and strengthen transparency mechanisms in markets, and stimulate friendly business policies. All these aspects directly or indirectly contribute to increased production, availability of food, sustainable income for households and progressive markets systems.

The activity recognises that empowering women is a strategic move, and has actively spurred its private, civil society and public sector partners to invest significant resources in initiatives that aim to support women's and girls' economic empowerment. Mercy Corps seeks a consultant to facilitate the establishment and strengthening of the North East Women Economic Empowerment Network (NEW-EEN) who will deploy an integrated approach, based on a human rights framework, that creates an enabling environment. This will be a voluntary socio-economic network of female leaders and influencers drawn from the public sector, private sector and civil society, in the North East, who are directly or indirectly involved in the value chains (maize, groundnut, rice cowpea, small ruminants and micro enterprises) of the activity and the business milieu of North East Nigeria. They will be mentored in leadership and advocacy skills to constructively contribute to governance and private sector leadership commitment by collectively engaging with and addressing barriers to economic advancement of women and foster implementation of friendly business regulations while contributing to the functionality and inclusivity of the market system in

intervention locations. We will select one proposal and costed work plan focusing on assessment of capacities and capabilities and selection of membership for NEW-EEN, development and implementation of mentorship plan/modules and sustainability framework for the network.

Consultant Objectives:

- a. To assemble strong membership of the NEW-EEN - notable women in Agribusiness and leadership spheres at different levels in targeted communities/LGAs and states based on potentials and capabilities for leadership and advocacy engagements.
- b. To establish 4 functional and sustainable, apex state-specific socio-economic networks of female influential market actors and leaders for active leadership and advocacy engagement with strategic supporting functions of RRA value chains in BAYG states.

Consultant's Deliverables:

The consultant will be required to travel to cover the four locations captured in this SOW states and provide the following services:

1. Development and administration of all relevant Data Collection Tools (DCTs) for the following:
 - a. Mapping of relevant policies and regulations, and duty bearers in intervention states
 - b. Profile template for assessing potential members of NEW-EEN
2. Coordination meetings with all relevant MDAs, Private sector organizations, socio-economic bodies and community structures
3. Administration and analysis of profile forms and collation of membership list for NEW-EEN for the BAYG states
4. Development of a tailored and participatory mentorship toolkit in advocacy and leadership for improved skills in stakeholders' engagement for improved, gender transformative, inclusive and sustainable market systems
5. Co-development and active implementation of state-specific policy engagement action plans
6. Coordinate NEW-EEN initiatives and provide oversight support
7. Indicative transition pathway and sustainability framework for NEW_EEN
8. Facilitate innovative initiatives that may evolve in the course of implementing the NEW-EEN initiative
9. Propose monitoring plan for the initiative
10. Develop tailored IEC materials for advocacy and sensitization engagements
11. Coordinate all media actions of the NEW-EEN for advocacy and sensitization purposes
12. Develop at least two learning documents form the NEW- EEN initiative
13. Share quarterly reports of all NEW-EEN milestone achievement and a harmonised report at the end of the consultancy
14. All activities to be undertaken under the consultancy must adhere strictly to MC COVID-19 guidelines and SoPs.

Mercy Corps, Responsibilities

- Mercy Corps will provide a list of organizations with potential members of NEW-EEN for the assessment and profiling and other relevant project documents.

- Mercy Corps will provide oversight support for NEW-EEN initiatives as required
-

Timeframe / Schedule:

Estimated Commencement Date: 10th February 2022

Estimated End Date: December 2022

Status updates/reporting

- The preliminary report will be sent to MC team within 5 days of completion of data collection; the consultant will present preliminary findings of the assessment/profiling with list of potential members for NEW-EEN to MC.
- The consultant will conduct his/her work using his/her own computer equipment.
- Other miscellaneous costs directly related to the task will be supported with any cost needs to have prior approval from MC.
- MC can provide survey enumerators as may be required.
- Payments will be made quarterly: First instalment of 30% paid upon submission of mapping report; the remaining 70% will be spread across quarterly achievement of milestones.

The Consultant will report to:

The Gender Advisor and the stakeholders' engagement Intervention lead.

The Consultant will work closely with:

Women Economic Empowerment (WEE) and other intervention leads and the Chief of Party (COP) where necessary.

6. Sample Contract

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/ag_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 (mercycorps.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.

- I. 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 to 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.
- 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.

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: _____

SCHEDULE I: ADDITIONAL TERMS

Statement of Services – Fixed Price

1. Services and Statement of Work: In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.

- a. Background: *[Include background information on the program(s) under which this contract falls, identifying where in the program objectives these services will be supporting. Describe the context in which the contract will be working. This may be similar to what was included in the RFQ/RFP.]*

- b. Scope of Work: *[Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the deliverables. Substantial discretion should be given to the Contractor on how the deliverables are achieved. Therefore, this section should only specify steps without which the Contractor could not possibly produce acceptable deliverables.]*

- c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 2 below:
 - i. Deliverable 1: *[Include a detailed description of the individual deliverable, the standard the work must be completed to, any specifications, how it must be completed, what the physical submission of said deliverable will be, etc. Deliverables should be as tightly defined as possible to ensure that we receive the intended value and so as to limit miscommunication and litigation]*
 - ii. Deliverable 2:
 - iii. Deliverable 3:*[add additional deliverables as needed].*

The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the scope of work (the “SOW”).

2. Performance Period: The start date of this Contract is XXX and, unless earlier terminated in accordance with Section 11, has an end date of XXX. The individual due dates of each deliverable are as follows:

Deliverable #	Deliverable Description	Deliverable Due Date

3. Pricing: This is a firm and fixed price Contract that includes a ceiling amount of XXX for Services rendered under this Contract. Payments will be made according to the deliverables schedule below:

Deliverable #	Deliverable Description	Deliverable Price	Total Contract Price

Invoicing and Payment Terms: *[Upon written acceptance by Mercy Corps of each Services deliverable] [Upon completion of the Contract]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor's invoice(s) (the "Payment Terms").

Key Personnel: *[if applicable, include a list of the Contractor's personnel that are key to the bargain and the project and that the Contractor cannot change without prior written approval. If not applicable, note "Not Applicable" here.]* (the "Key Personnel").

Authorized Representatives and Contact Information:

Mercy Corps: *Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:*

Contractor: *Contractor's authorized representative for all purposes is:*

Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.

Termination for Convenience Notice Period: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the "Termination Notice Period")

Donor Terms: *[If applicable, include the following statement here: The Donor Terms are set forth in Schedule II are hereby incorporated in this Contract by reference.]*

SCHEDULE I: ADDITIONAL TERMS

Statement of Services – **Cost Plus Fixed Fee Contract (Cost Reimbursement)**

Services and Statement of Work: In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.

- a. Background: *[Include background information on the program(s) under which this contract falls, identifying where in the program objectives these services will be supporting. Describe the context in which the contract will be working. This may be similar to what was included in the RFQ/RFP.]*
- b. Scope of Work: *[Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the objectives of the Contract. Be as specific as possible. If tangible work products are to be produced, those may be listed here as well.]*

The term “Services” means all services, including delivery of any deliverables, described in this clause, which is the statement of work (the “SOW”).

Performance Period: The Contract shall have an effective date of XXX and, unless earlier terminated in accordance with Section 11, an expiration date of XXX.

Pricing: This is a cost plus fixed fee priced Contract with a ceiling amount of XXX. Contractor may not exceed this amount without advanced, written approval from Mercy Corps via an amendment signed by both parties.

Contractor agrees to perform the Services within the performance period in accordance with the pricing standards listed below :

- a. The following itemized budget sets for the estimates for reimbursement of costs for individual line items of cost providing the Services and deliverables specified in this Contract. Contractor may not exceed the estimated costs for any individual line item of cost shown in the itemized budget without prior written approval from Mercy Corps. *[If we want to give Contractor more budget flexibility, we may replace the final sentence*

with, "Mercy Corps restricts the transfer of funds among individual line items of cost when the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget, as last approved by Mercy Corps. Transfers between line items to exceed 10 percent of the total budget must be approved in advance and in writing by Mercy Corps."]

Insert the contract budget below with the appropriate direct line items (similar to what Mercy Corps would include in a budget summary)

<i>Line Item</i>	<i>Amount</i>
<i>Labor</i>	
<i>Fringe</i>	
<i>Travel and Transportation</i>	
<i>XXX</i>	
<i>XXX</i>	
<i>Fixed Fee</i>	
<i>Grand Total</i>	

b. Labor: Contractor will only charge Mercy Corps for its costs in paying the wages and standard, generally applicable to all employees, benefits for its employees for the time period that they are directly and solely working on the Services, not to include any management, administrative or overhead work associated with the direct work. Contractor will keep a record of all of the names of its direct labor employees with each employee's date and time of start and stop of all work charged to Mercy Corps under this Contract, wages, and benefits costs for such employees and will include such records with invoice submissions. Each of Contractor's employees whose time is charged to this Contract must sign a timesheet certifying and agreeing to the number of hours worked on the Services. As with other records, Mercy Corps may

request additional records and direct confirmation from Contractor's employees at any time and may withhold or dispute payment until the records and/or confirmation are provided and verified.

c. Other Direct Costs: If necessary to complete the Services, Contractor also agrees to procure and provide all other direct cost items necessary to complete the Services and to charge Mercy Corps for only the actual costs incurred by Contractor for other direct costs incurred in performing the Services. Contractor will use its best efforts to obtain the best possible prices for all other direct costs, including, when reasonable, obtaining multiple competing bids and selecting the item with the best value. Any materials that cost in excess of *[amount and currency -contact your Head of Finance for donor-related thresholds]* must be presented to Mercy Corps for its written approval prior to Contractor purchasing the item(s). Contractor must obtain receipts for all costs it charges to Mercy Corps hereunder that are above \$25 USD and include them in invoice submissions. Mercy Corps may request additional documentation regarding prices paid, quality, and contractual arrangements at any point and may withhold or dispute payment for any costs until such documentation is provided. Likewise, if Contractor makes purchases at rates that Mercy Corps reasonably determines exceed local market rates, Mercy Corps may choose to only reimburse Contractor for verified market rates in the local market.

d. Indirect Costs: Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or pre-determined rates and the appropriate bases: *[Insert the established indirect rate that has been agreed on by both parties. This will either be in the form of a NICRA (preferred) or other negotiated indirect rate that has occurred based on financial proof of rates.]*

Contractor shall make no change to its established rate nor to its established method of classifying or allocating indirect costs without prior written approval from Mercy Corps. Mercy Corps will not be obligated to pay any additional amount without prior agreement and written approval.

e. Fixed Fee: In addition to reimbursement for Contractor's labor, other direct costs, and indirect costs, Mercy Corps will pay Contractor a fixed fee equal to *[amount and type of currency]*. This amount will be allocated as a percentage of costs incurred on a monthly basis with each invoice. Any remaining unrecovered fee will be reconciled at the end of the Contract. Should the total costs incurred under this Contract be substantially lower than the ceilings established above, Mercy Corps reserves the right to reassess the fee amount and renegotiate it to a lower amount with Contractor to avoid overpayment.

Invoicing and Payment Terms: *[Upon acceptance of each Services deliverable] [Within [X] days at the end of each month] [Upon completion of the Contract]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor's invoice(s) (the "Payment Terms").

Key Personnel: *[if applicable, include a list of the Contractor's personnel that are key to the bargain and the project and that the Contractor cannot change without prior approval. If not applicable, note "Not Applicable" here.] (the "Key Personnel").*

Authorized Representatives and Contact Information:

Mercy Corps: *Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:*

Contractor: *Contractor's authorized representative for all purposes is:*

Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.

Termination for Convenience Notice Period: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the "Termination Notice Period")

Donor Terms: *[If applicable, include the following statement here: The Donor Terms are set forth in Schedule II are hereby incorporated in this Contract by reference.]*

SCHEDULE I: ADDITIONAL TERMS

Statement of Services – Time & Materials – Fixed Labor Rates

Services and Statement of Work: In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.

- a. Background: *[Include background information on the program(s) under which this contract falls, identifying where in the program objectives these services will be supporting. Describe the context in which the contract will be working. This may be similar to what was included in the RFQ/RFP.]*
- b. Scope of Work: *[Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the objectives of the Contract. Be as specific as possible. If tangible work products are to be produced, those may be listed here as well.]*

The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the statement of work (the “SOW”).

Performance Period: The Contract shall have an effective date of XXX and, unless earlier terminated in accordance with Section 11, an expiration date of XXX.

Pricing: This is a time-and-materials with fixed labor rates Contract. This Contract includes a ceiling price in the amount of XXX. Contractor shall not exceed this amount without advance, written approval from Mercy Corps. Contractor agrees to perform the Services within the performance period through direct labor at the following specified fixed rates:

- a. Labor Rates: Mercy Corps will pay Contractor fixed *daily/hourly* rates set forth in the table below. The rates will remain in effect for the entire Contract term. Each fixed *daily/hourly* rate set forth below is “loaded” and includes salary cost, payroll costs, indirect costs applicable to labor, and profit/fee (if any). Fixed *daily/hourly* rates must not include or be applied to costs

covered as Materials, such as travel and transportation or other direct costs.

The following are the fixed *daily/hourly* rates under this Contract: *[List all positions/labor categories under which the Service Contract will be provided. Include the rate in whatever currency the Contract is in.]*

Position/Labor Category	Daily/Hourly Rate <i>[insert currency here]</i>	Daily/Hourly Rate Y2 <i>[if the Contract is more than one year, you may want to allow for salary increases in Y2.]</i>
Position/Category 1	Daily Rate	
Position/Category 2	Daily Rate	
Position/Category 3	Daily Rate	
Position/Category 4	Daily Rate	

Contractor is limited to a total of *X days/hours* *[specify here if you wish to further limit the days/hours of specific positions]* and may not exceed this cap without advance, written approval by Mercy Corps. Contractor will only charge Mercy Corps for the time period that its employees are directly and solely working on the Services and will not charge time for management, general overhead or administration, such costs being built into the labor rates. Contractor will keep a record of all of the names of its direct labor employees with each employee's date and time of start and stop of all work charged to Mercy Corps under this Contract. Contractor may only charge for employee time if the position/category is listed in the table above, which Contractor may amend from time-to-time with written approval from Mercy Corps' Authorized Representative. If the applicable time increments noted above are by the hour, Contractor may only charge Mercy Corps for increments of half an hour rounded to the nearest half-hour increment. If the applicable time increments noted above are by the day, Contractor may only charge Mercy Corps for full days worked. A full day requires a minimum of 7 hours of work time in a 24 hour day, but may extend to as many hours as an employee works in a 24 hour day.

Each of Contractor's employees whose time is charged to this Contract must sign a timesheet certifying and agreeing to the number of hours worked on the Services. Timesheets must be included with invoices as backup documentation. As with other records, Mercy Corps may request additional records and direct confirmation from Contractor's employees at any time and may withhold or dispute payment until the records and/or confirmation are provided and verified.

b. Materials: If necessary to complete the Services, Contractor also agrees to procure and provide all materials necessary to complete the Services and to charge Mercy Corps for only the actual costs incurred by Contractor for materials actually used in performing the Services. Contractor will use its best efforts to obtain the best possible prices for all materials, including, when reasonable, obtaining multiple competing bids and selecting the item with the best value. Any materials that cost in excess of *[amount and currency --contact your Head of Finance for donor-related thresholds]* must be presented to Mercy Corps for its written approval prior to Contractor purchasing the item(s). Contractor must obtain receipts for all materials it charges to Mercy Corps hereunder whose costs exceed \$25 USD. These receipts must be included in all invoice submissions as backup documentation. Mercy Corps may request additional documentation regarding prices paid, quality, contractual arrangements at any point and may withhold or dispute payment for any materials until such documentation is provided. Likewise, if Contractor purchases materials at rates that Mercy Corps reasonably determines exceed local market rates for the materials, Mercy Corps may choose to only reimburse Contractor for verified market rates in the local market. The maximum amount that Contractor may charge Mercy Corps for materials under this Contract is *[amount]*. Contractor will be responsible for the costs of any materials required to complete the deliverables that exceed this maximum amount.

Invoicing and Payment Terms: *[Within [X] days at the end of each month] [Upon completion of the Contract]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor's invoice(s) (the "Payment Terms").

Key Personnel: *[if applicable, include a list of the Contractor's personnel that are key to the bargain and the project and that the Contractor cannot change without prior approval. If not applicable, note "Not Applicable" here.] (the "Key Personnel").*

Authorized Representatives and Contact Information:

Mercy Corps: <i>Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:</i>	Contractor: <i>Contractor's authorized representative for all purposes is:</i>
<i>Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.</i>	

Termination for Convenience Notice Period: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the "Termination Notice Period")

Donor Terms: *[If applicable, include the following statement here: The Donor Terms are set forth in Schedule II are hereby incorporated in this Contract by reference.]*

SCHEDULE II

Donor Terms

7. Attachments to the Tender Package

Attachment 1 -Supplier Information Form template