

Request for Proposal (RFP)

Issued on: 10/28/2021
Solicitation Number: US3549.10.2021
For: Graphic Designer
Proposal Deadline: 11/4/2021

1. Background

The [*Changing the Way We CareSM*](#) (CTWWC) initiative— led by Catholic Relief Services (CRS) and Maestral International - is a global movement, operationalized at global, regional, and country levels, to prevent children from entering institutions and to place children currently in institutions in safe and nurturing families. The initiative addresses the substantial harm of institutional care to children’s development, protection, and well-being, and promotes positive outcomes for children through family-based care.

CTWWC has three main strategic objectives:

- (1) Governments promote family care through improvement and uptake of policies, investment in social workers, therapists, and other social service staff and the national and community systems that serve vulnerable children and families;
- (2) Children stay in or return to families through family strengthening that includes the voice of children, community engagement, and transitioning institutions to family support initiatives; and
- (3) Family care promoted globally, through global, regional, and national advocacy to advance policies, best practices and redirection of resources by multi-lateral, bi-lateral, corporate, philanthropic, faith-based and secular organizations and individuals, increasing the demand from other countries to support family care.

2. Purpose

CTWWC is seeking a visual designer to support our vision to strengthen families by designing documents and other learning products developed by professionals, experts, and care leavers (those who have “aged out” or left the care of orphanages). These products will assist, educate, and inform and potential collaborators around the world and those they serve, including children.

3. Scope of Work

- Assure the correct branding of learning products/documents with adherence to the policies outlined in the Changing the Way We Care Style Guide (this will be provided to the consultant)
- Conceptualize designs based on requirements received by the Program Manager and greater CTWWC staff, including illustrations, logos, and other ad hoc designs for print and digital collateral
- Prepare rough drafts of designs and present ideas to the Program Manager
- Ensure projects are completed with high quality and on schedule
- CTWWC anticipates that at a minimum the consultant will be offered at least one design per month for the period from signing to the initial end date of 9/30/2022

4. Deliverables/Outcomes

This consultant will be responsible for the design of various products in line with Changing the Way We Care’s branding which include, but are not limited to:

- reports
- summaries
- training aids

- promotional materials
- PowerPoint presentations
- visual aids
- graphs
- handbooks for practitioners
- graphics for web pages
- notebooks for children

The average number of pages for each product can range between a few pages to lengthy reports. The average number of pages is approximately 142.

5. Reporting and Location

The consultant will report to CTWWC's Program Manager of Influence, Learning and Communications and is expected to work remotely.

The consultant will be issued deadlines for the submission of design drafts and final deliverables by the Program Manager.

6. Clarifications

Questions must be submitted via e-mail to kathleen.mackin@crs.org no later than close of business 11/1/2021. The solicitation number indicated above must be included in the subject line. Responses will be provided to all known offerors. CRS is under no obligation to respond to questions that are not received prior to the aforementioned deadline.

7. Proposal Deadline

All proposals must be received by CRS no later than [11:59 PM for electronic submission] 11/4/2021. The solicitation number indicated above must be included in the subject line.

8. Modification

If at any time prior to award CRS deems there to be a need for a significant modification to the terms and conditions of this RFP, CRS will issue such a modification as a written RFP amendment to all competing offerors. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no offeror shall rely on any such statement. Such amendments are the exclusive method for this purpose.

9. Resulting Award

Successful candidates will be awarded a Consultancy Agreement. These agreements will be subject to the terms and conditions contained in section 14. Agreement and Annex A.

10. Payment Terms

Payment will be made per assignment which must be dually agreed to by the CTWWC Project Manager and the Consultant in accordance with the rate sheet provided in the Consultant's bid.

11. Proposal Guidelines and Instructions

Offerors will be required to submit two proposals, electronically, one a technical proposal and the other a cost proposal. All proposals must be signed and valid for a minimum of sixty (60) days.

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

- (a) Company/Individual profile to include qualifications

- (b) Technical Approach to include an attached (or linked to) comprehensive design portfolio.
- (c) Three References (3)
- (d) Relationship disclosure and mitigation plan (if applicable)

Responses should include the following information:

A. Technical Proposal

a. *Company/Individual Profile (Qualifications)*

- Provide a general description of the offeror in terms of domestic and international experience (if appropriate)
- Briefly summarize the offeror's qualifications and experience of the activities described in the scope of work

b. *Technical Approach*

- *Qualifications*
 - 2+ years of visual/graphic design experience preferred
 - Bachelor's degree in applied arts
 - Strong typography, layout, image making (still or motion), storytelling, and prototyping skills demonstrated in a comprehensive portfolio
 - 2+ years of experience with and demonstrated proficiency in Adobe Creative Cloud software, including Illustrator, Photoshop, InDesign and Adobe Acrobat Pro
 - Proficiency in Microsoft Office Suite
 - Excellent written and verbal communication skills in the English language, additional language skills are an asset
 - Knowledge of international child welfare or in an international context is an asset
- Comprehensive design portfolio
- Past performance on relevant work
- Provide any other information to demonstrate the Consultant's capability in relation to the Scope of Work

c. *References*

- Submit three (3) client references for each key member of the proposed client service team *or* for the organization

d. *Relationship disclosure*

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

B. Cost Proposal

Offerors pricing should be based on the following:

Cost-reimbursable, single consultant:

- I. Rate \$ (US dollars Only) Per Hour
- II. Any other related fee associated to the completion

CRS is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals.

CRS shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning offeror.

12. Terms

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

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

13. Agreement

Any resulting consulting agreement will be subject to the terms and conditions listed in Annex A as well those listed below:

- Consultant has the ability to decline up to two assignments per year. CTWWC will supply a draft of the product and the consultant will be required to avail the right to decline within two business days.
- Commitment to turnaround time. Deadlines for delivery of the edited version will be based on a formula of 1 CRS business week for each design. The consultant commits to deliver an edited version within the agreed deadline or to accept a 5% total price reduction for each CRS business day overdue.

Thank you,

Kathleen Mackin
Procurement Specialist
CRS

CRS - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS CONSULTING

AGREEMENT

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

**Article I
DUTIES AND TERMS**

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

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

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

4. **Time and Attention.** Consultant shall devote such time and attention to Consultant’s duties under this Agreement as may be necessary to discharge the duties properly, and Consultant shall exert Consultant’s best efforts in the performance of the duties. Consultant shall not be subject to a fixed work schedule, but shall be available, consistent with Consultant’s personal needs and other commitments, to provide the services set forth in the

Scope of Work during the Consulting Period. Notwithstanding this section, with regard to any and all dates and time periods set forth or referred to in this Agreement, the attached Scope of Work and the attached Consultant Requisition, time is of the essence.

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

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

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

Article II COMPENSATION AND EXPENSES

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

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

Business Expense. Consultant may hire at Consultant's own expense, without prior approval of any CRS Entity, any assistants or other personnel necessary to enable Consultant to provide services under this Agreement. Consultant shall be responsible for any

such business expense incurred by Consultant in connection with the performance of services under this Agreement. CRS shall not reimburse Consultant for any such business expense.

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

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

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

Article III COVENANTS

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

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

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

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

regulations or lawful orders of any governmental authority or agency, including but not limited to the provisions of the FCPA.

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

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

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

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

Article IV

PERFORMANCE AND TERMINATION

1. Disputed Work. CRS may, upon notice to the Consultant, withhold payments for received work which is not performed in compliance with this Agreement and/or reasonably

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

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

3. Termination by CRS. 1. CRS may terminate this Agreement in whole or in part without penalty: (a) if the Consultant fails to comply with or breaches any of the material terms or conditions of this Agreement; (b) if the Consultant is unable or fails to carry out its obligations under this Agreement in a satisfactory or timely manner; (c) immediately, if the Consultant fails to comply with the CRS Policy on Safeguarding or the CRS Code of Conduct and Ethics; or (d) at its convenience and without fault of the Consultant upon fifteen (15) calendar days' written notice.

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

Article V FORCE MAJEURE

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

Article VI INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Consultant shall and does hereby indemnify, defend and hold harmless CRS, its affiliated entities, successors and assignees and their respective officers, directors, managers and employees from and against any and all claims for damages for personal injury or property damage, or any other claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CRS may incur or suffer and that result from Consultant's performance of Services,

or are related to any breach or failure of Consultant to perform any of the representations, warranties and agreements contained in this Agreement.

Article VII NOTICES

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

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

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

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

Article VIII ENTIRE AGREEMENT

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

Article IX MISCELLANEOUS

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

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

Article X

APPLICABLE LAW

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

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

CRS:

Date

By:

Authorized HQ Global Supply Chain Management Unit Signature

Printer Name

Title

Consultant

Print Name