

1. Invitation to Tender

Tender Name: International consultancy to support on better understanding of the impact and scalability of the water and sanitation sectors in the Kivu – DR Congo region	Tender No: AP-GOM 17474
Location: Goma, DR Congo	Correspondence Language(s): English or French
Brief Summary Description of Project: <p>Mercy Corps DRC is looking for a long-term partner, who will support the program continuously for the next three years. The consultant is expected to produce deliverables and at predetermined times. However, these dates are very flexible, as the objectives of the programs are connected and unforeseen events may occur in the fast-changing context of DR Congo, such as demonstrations against MONUSCO in July 2022, the volcano in March 2021, etc.</p> <p>Mercy Corps anticipates a start-up for this role early 2023, with an approximate end date of April 2025. To carry out the activities, the Proponent must propose monthly work schedules and in-country travel estimates of 3 visits of 3 weeks each per year to DR Congo. Appendix 1 of the SoW provides an overview of deliverables by program year.</p>	

Tender Package Available from: November 17, 2022	Tender Package Pickup Location: <ol style="list-style-type: none"> Mercy Corps Goma Office : 21 Avenue Bounganelier1, Q. Les Volcans, Goma, Nord-Kivu, République Démocratique du Congo Internet : www.kivu10.org , www.bizcongo.cd, www.mercycorps.org/tenders
Deadline for Offer Submission: January 31, 2023, 4.30 pm, Goma time	Submit Offers to: tenders@mercycorps.org All bidders must indicate tender name and tender description under the subject line for all electronic tender submission.

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

<p align="center">Questions and Answers (Q&A)</p> <p>Any questions or clarification request must be sent to drc-tender-questions@mercycorps.org</p>	
<p>Questions and answers will be consolidated and uploaded alongside the tender package on the above-mentioned websites (Tender package pick up location) by January 20, 2023. No replies will be sent by email.</p>	
<p>Last Day for Questions: January 13, 2023, by 4.30 pm, Goma Time</p>	<p>Questions will be answered by: January 20, 2023, by 4.30 pm, Goma Time</p>
<p align="center">Questions and Answers meetings (Q&A)</p>	
<p>Q&A sessions are scheduled for the dates specified below. Interested candidates must send an introduction email (Interest to attend) to drc-tender-questions@mercycorps.org including Skype/Teams contact. A meeting link will be shared prior to the scheduled dates.</p> <p>Minutes from these meetings will be consolidated and uploaded alongside the tender package on the above-mentioned websites (Tender package pick up location) by January 20, 2023.</p>	
<p><u>Date / Time:</u></p> <ul style="list-style-type: none"> ○ December 7, 2022 – 3:00 PM (DRC-Goma time) ○ January 10, 2023 – 3:00 PM (DRC-Goma time) 	<p><u>Location:</u> Online (Skype/Teams)</p>
<p>Point of Contact: drc-tender-questions@mercycorps.org</p>	

<p align="center">Documentation Checklist</p>		
<p>These documents are contained within this tender package:</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>Invitation to Tender</p> <p>General Conditions for Tender</p> <p>Criteria and Submittals</p> <p>Price Offer Sheet</p> <p>Supplier Information Form</p> <p>Scope of Work/Technical Specifications/BoQ</p> <p>Sample Contract</p>

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:

<http://mercycorps.org/integrityhotline>

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

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

2.2 Tender Basis:

- All 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 **Cost Reimbursement plus Fixed Fee/Time and Materials** 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:

- **Valid trade Registration Certificate / Certificate of incorporation / Legal Business Registration**
- **Valid Tax Registration Certificate or any documentation indicating the company is meeting the TAX obligation**
- **Latest tax clearance - valid on 30 September or latest proof of tax payment**

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:

- Legal Business Registration
- Latest Tax Registration Certificate
- Latest tax clearance - or latest proof of tax payment

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Company Profile, 2 page max **[Required]**
- Filled, signed, and stamped Attachment 1 – *Mercy Corps Supplier Information Form*
- CV of the focal point (post-doctoral researcher) and support (pre- or post-doctoral) each CV is to be limited to a maximum of 5 pages preferably less, minimum font 10 pt arial equivalent.
- Support schedule: The Proponent is to provide an assessment of work effort in relation to the proposed activities in annex 1, in-country and remote, according to the guidelines given in the "Timeframe/Schedule" section of these terms of reference.
- previous research studies authored by the focal point (post-doctoral fellow) and any articles from the support person. These studies can be peer reviewed articles, working papers, NGO reports/briefs, or any other kind of relevant publication.

- A letter of motivation of the Proponent: A cover letter describing your motivation to apply for the position, and how your experience and skills prepare you for the position, and any other pertinent details. Expectation : 3-5 pages, minimum font 10 pt arial equivalent..
- Proposed business continuity approach if the research fellow becomes unavailable due to events beyond the Proponent's control (maximum half of page)
- List of other supporting team members and proposed level of effort

All documents should be in English. Please note that the terms of the Contract will be that costs of travel and dissemination etc. will be on a submitted expense basis up to the limit of the estimated costs of travel and dissemination over the timeframe.

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 Cost Reimbursement plus Fixed Fee contract, the price of contract to be awarded will be on the basis of estimated costs at cost and specified fee paid; the contract to be awarded will have a ceiling amount not to be exceed without prior written approval.** 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** include VAT and customs duties in their offer wherever applicable.

Financial proposal – all prices should be in USD:

- Detailed fee breakdown of staff input dedicated to this activity for the proposed duration
- Detailed costs of travel over the proposed time frame (without accommodation),
- Approximate costs of proposed actions in the schedule, such as publications in a newspaper, etc.
- Any clarifications from the Proponent concerning the financial proposal

3.4 Currency

Offers should be submitted in: USD

Payments will be made in: USD

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 [section 3.5.2](#).

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

No	Evaluation Criteria	Weight Score (%)	
1	Technical Proposal	85	
1.1	<p>Qualification of the focal point (post-doctoral researcher) and support (pre- or post-doctoral), and staffing plan for support functions. Resume ratings will be based on the criteria below, in accordance with the ToR.</p> <p>Technical skills</p> <ul style="list-style-type: none"> The Post-doctoral researcher and/or his support must be able to perform: <ul style="list-style-type: none"> Data collection and manipulation <ul style="list-style-type: none"> Design studies and data collection instruments using a variety of methods including (but not limited to) surveys, semi-structured interviews and focus groups, participant observation, participatory research Design Terms of Reference for research studies, including different types of samplings, using clusters or another configuration. Supervise data collection activities and conduct regular and continuous data quality control. Develop training materials and deliver training to the research team, partners, and program teams (remote and in person); 	30	

	<ul style="list-style-type: none"> ○ Have a strong ability to manage quantitative and qualitative data, coding guides, preparing tablets/phones for data entry, make plans of analysis, conduct analysis. - Reporting: <ul style="list-style-type: none"> ○ Develop strategic communications and dissemination plans that involve identifying audiences, objectives, and corresponding research products ○ Write professional research reports, peer reviewed papers (in collaboration with others as required), policy briefs, blogs, articles, PPT, Factsheets, Case studies, etc. ○ Present the research product to a large and diverse public with different profiles (academics researchers, communities' leaders and authorities, government staff, donors, Activity team members, etc.) - Technology: <ul style="list-style-type: none"> ○ Solid experience and knowledge of data collection, mind mapping and data visualization software - CommCare, Tableau/Power BI and Kumu are preferred; ○ Strong knowledge of quantitative and qualitative data is required, such as Stata, SPSS, ATLAS, MAXQDA, etc. - Language: <ul style="list-style-type: none"> ○ The proposed team members should be fluent in English ○ It's preferred that team members have at least basic level in French <p>Desired Experience and Skills:</p> <ul style="list-style-type: none"> ● Familiarity with and/or experience in DR Congo or Central Africa ● Familiarity with and/or experience in the water and sanitation sector ● Knowledge of statistical analysis software (STATA and/or R) and qualitative analysis software (NVivo, Atlas.Ti, MAXQDA or Dedoose) ● Experience in working with NGOs. ● Fluency in writing, speaking, and listening in English. ● Proficiency in writing, speaking, and listening in French would be highly beneficial. However, correspondence with the MERL Director will be in English 		
1.2	Support schedule: working time in relation to the proposed activities in annex 1, in-country and remote, according to the guidelines given in the "Timeframe/schedule" section of these terms of reference.	25	
1.3	Last 3 articles posted as part of the activities of the focal point (post-doctoral fellow) and any articles from the support person	15	
1.4	A letter of motivation of the Proponent	15	
2	Financial proposal (15)	15	

2.1	Detailed salary of the staff dedicated to this activity for the proposed duration	10	
2.2	Detailed costs of travel over the proposed time frame (without accommodation),	5	
2.3	Approximate costs of proposed actions in the schedule, such as publications in a newspaper, etc.		
Total possible Score (max 100)		100	

Required Experience & Skills:

General requirements: At least two people are needed to conduct this contract, including a post-doctoral researcher active in academic research and a junior researcher (a doctoral student or doctoral candidate). Successful applicants will propose a team with strong candidates in these two roles, as well as additional support personnel to help bring diverse skills in research, administration, and strategic communications

- PhD in Environmental Sciences, Water Resources Management, Geography, Economics, Political Science, International Development, Public Health, or other relevant field for the focal point;
- Bachelor or Master at least in Environmental Sciences, Water Resources Management, Geography, Economics, Political Science, International Development, Public Health, or other relevant field for the supporting staff (Pre-doctoral or post-doctoral).
- The post-doctoral researcher must have a minimum of 5 years in academic research and preferably in the water sector, and the junior researcher must have a minimum of 1 year in post graduate academic research.

Technical skills

- The Post-doctoral researcher and/or his support must be able to perform:
 - **Data collection and manipulation**
 - Design studies and data collection instruments using a variety of methods including (but not limited to) surveys, semi-structured interviews and focus groups, participant observation, participatory research
 - Design Terms of Reference for research studies, including different types of samplings, using clusters or another configuration.
 - Supervise data collection activities and conduct regular and continuous data quality control.
 - Develop training materials and deliver training to the research team, partners, and program teams (remote and in person);
 - Have a strong ability to manage quantitative and qualitative data, coding guides, preparing tablets/phones for data entry, make plans of analysis, conduct analysis.
 - **Reporting:**
 - Develop strategic communications and dissemination plans that involve identifying audiences, objectives, and corresponding research products
 - Write professional research reports, peer reviewed papers (in collaboration with others as required), policy briefs, blogs, articles, PPT, Factsheets, Case studies, etc.
 - Present the research product to a large and diverse public with different profiles (academics researchers, communities' leaders and authorities, government staff, donors, Activity team members, etc.)

- **Technology:**
 - Solid experience and knowledge of data collection, mind mapping and data visualization software - CommCare, Tableau/Power BI and Kumu are preferred.
 - Strong knowledge of quantitative and qualitative data is required, such as Stata, SPSS, ATLAS.ti, MAXQDA, etc.
- **Language:**
 - The proposed team members should be fluent in English
 - It's preferred that team members have at least basic level in French

Desired Experience and Skills:

- Familiarity with and/or experience in DR Congo or Central Africa
- Familiarity with and/or experience in the water and sanitation sector
- Knowledge of statistical analysis software (STATA and/or R) and qualitative analysis software (NVivo, Atlas.Ti, MAXQDA or Dedoose)
- Experience in working with NGOs.
- Fluency in writing, speaking, and listening in English.
- Proficiency in writing, speaking, and listening in French would be highly beneficial. However, correspondence with the MERL Director will be in English

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 Check
- Determination of relations and affiliations between offerors
- Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform

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 services and/or works (Proposal)
 - ☐ 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

USAID's Sustainable Water and Sanitation Systems Activity is a five-year Activity implemented by Mercy Corps, Sanergy, and Tetra Tech. The Activity aims to create sustainable and equitable access to clean water supply and safe sanitation services through a developed market sector approach in the North and South Kivu of the Democratic Republic of the Congo (DRC).

Objective 1 of the Activity is focused on ensuring that implementation is accompanied by robust learning, including comparability across models and effective distribution of that knowledge to facilitate better informed decision-making among WATSAN service providers. The goal of this research is to de-risk investment and encourage the private sector/social enterprises to take the models to scale or replicate Proponent. In addition, information about the impact of sustainable WATSAN business model(s) on the lives of the citizens living in disadvantaged target communities – in, marginalized women and youth – will be shared with wider audiences.

Objective 2 is concerned with facilitating an improved enabling environment for investments in the WATSAN sector in the DRC. Informed by USAID's objective to strengthen local governance systems, the Activity will ensure that state-partners have the skills necessary to effectively attract and oversee performance-based contracts through monitoring of key performance indicators. It will also foster management that is responsive and accountable to the demands of empowered citizens.

Linked activities will also help facilitate relationships between supply chain providers, potential investors, operators, and authorities, as well as increasing their capacity by improving business practices including commonly accepted standards for accounting, procurement, and human resource management.

Objective 3 will use the opportunities afforded by the regulatory environment to implement, refine, and expand existing and new models for performance-based water system management while also working to put in place a viable cost-recoverable sanitation business model suited to the realities of the context of the Kivus. Small infrastructure investments, designed according to cost-benefit and participatory criteria, will reinforce the business models to be implemented.

The program is currently in its second year with an established approach and plan for the delivery of the objectives. Objective 1 has an overall strategy as defined in the Theory of Change and Results Framework. Various activities have already commenced within that objective.

Proponent's Objectives:

Mercy Corps is seeking a Proponent to play a key role in the implementation of activities under Objective 1: Improved understanding of the impact and scalability of the water and sanitation sectors in the Kivus region. The proponent will support and adapt the current Learning and Research Strategy to assure that results of research activities feed into programming in a timely fashion and to facilitate adaptation to contextual changes, increasing the potential of attaining Activity goals. The proponent will lead high-level contributions and updates to the existing Research Agenda with a primary focus on informing programming and policymaking which can benefit the water and sanitation sector actors in the Kivus. This partner can be any kind of organization with experience at designing and implementing high-quality, practically relevant research, including private firms, academic institutions, and other non-profit organizations.

To accomplish these tasks, the Proponent should be staffed with at least a Post-doctoral Research Fellow and a Pre-doctoral research Fellow or an equivalent proposition. While the former staff will be accountable for the actions that fall to the Proponent, the latter will play a supporting role.

Competitive proposals will also showcase the level of effort of a broader array of administrative, research, and strategic communications personnel.

5.2 Scope of Work (for Service)

The Proponent will be responsible for adapting the design and supporting the implementation of the Research Agenda, in collaboration with the local Research team and the MERL Director. Principally, the Proponent's duties will involve the production and dissemination of research products (peer-reviewed articles, research reports, journal publications, etc.), as well as advisory support to the local research team (employed by Mercy Corps). The role of the local research team employed by Mercy Corps is to implement the strategies agreed upon and put in place between the Consortium and the Proponent, such as field work (data collection), some office work (data entry, data cleansing, etc.), and other tasks as identified.

Note: Mercy Corps is recruiting local researchers and an in-country team. By having an established local research team with Mercy Corps, the Proponent can focus on research production which is the principal objective of this scope.

More specifically, the Proponent's activities are summarized as follows:

- Map the existing evidence base and identify gaps around water and sanitation in DRC – there is already a base document established
- Design and implement equitable research & learning strategy to fill the gaps in the existing evidence base – this is to establish the type of products and the learning / research areas to focus on
- Amplify the voices of communities and institutions that are under-represented in the development and implementation of research, including defining the program's North-South Research Collaboration integration and engagement plan
- Map communication landscape for effective dissemination of research findings
- Develop and implement audience-focused strategy for dissemination of research and learning - Implementation of Collaboration, Learning and Adaptation (CLA) and the Learning and Dissemination Implementation Plan (LDIP)
- The Proponent's focus shall contribute to achieving the following result of the Activity: Improved governance and regulation of the water and sanitation sectors

Mercy Corps responsibilities:

Mercy Corps will provide the Proponent with appropriate orientation, materials, office spaces and logistical support including local travel and accommodation. Mercy Corps will provide the local Research team of at least 4 people, which will be in full support of the implementation of the Research strategies to be agreed upon with the Proponent. Having a staff based in a program intervention area is possible and is a preference for the Activity.

Proponent's Deliverables:

The list of deliverables expected of the Proponent is identified in Appendix 1. These actions are milestones, and sub-activities included in the overall program plan, which will be shared once the proponent is identified. As part of the transition plan and replanning, the timing of some of these deliverables may change and would be developed collaboratively with the Proponent.

Timeframe / Schedule:

We anticipate a start-up for this role before the end of 2022, with an approximate end date of April 2025. To carry out the activities, the Proponent must propose monthly work schedules and in-country travel (we estimate that a minimum of 3 visits to DR Congo per year is required and approximately 3 weeks per visit). Appendix 1 provides an overview of deliverables by program year.

Reporting:

- The Proponent will report to: **Lamine KEITA, MERL Director of the Activity, from Mercy Corps.**
- The Proponent will have a technical and collaboration link with: **The local Research Team, especially the Research Manager, from Mercy Corps, for the Activity.**
- The Proponent will work closely with: **Stakeholder Relationship and Governance (SRG) teams, MEL teams, CLA Manager, PaQ team, CoP, DCoP, and Mercy Corps' HQ Research and Learning team.**

Application Collection and Review Process

After receiving applications, Mercy Corps will evaluate proposals using the criteria described in Table 1. The process for evaluating proposals will be as follows:

- **Initial Review of Applications** - A selection committee established by the Consortium, and lead by Mercy Corps, will review, score, and rank the applications received. Only applications from applicants who submit the requested information will be considered. eligible applications will be scored using the criteria outlined in Table 1 (below).
- **Application Evaluation** - Top-ranked projects will be further evaluated by Mercy Corps team evaluation committee members through an on-site application audit and an applicant due diligence check.
- **Interviews** - Once the applications have been analyzed and ranked in order of score, the most deserving will be interviewed by the selection committee. These interviews will result in the selection of a final candidate to work with Mercy

Diversity, Equity & Inclusion

Achieving our mission begins with how we build our team and work together. Through our commitment to enriching our organization with people of different origins, beliefs, backgrounds, and ways of thinking, we are better able to leverage the collective power of our teams and solve the world's most complex challenges. We strive for a culture of trust and respect, where everyone contributes their perspectives and authentic selves, reaches their potential as individuals and teams, and collaborates to do the best work of their lives.

We recognize that diversity and inclusion is a journey, and we are committed to learning, listening and evolving to become more diverse, equitable and inclusive than we are today.

Equal Employment Opportunity

We are committed to providing an environment of respect and psychological safety where equal employment opportunities are available to all. We do not engage in or tolerate discrimination on the basis of race, color, gender identity, gender expression, religion, age, sexual orientation, national or ethnic origin, disability (including HIV/AIDS status), marital status, military veteran status or any other protected group in the locations where we work.

Safeguarding & Ethics

Mercy Corps team members are expected to support all efforts toward accountability, specifically to our stakeholders and to international standards guiding international relief and development work, while actively engaging communities as equal partners in the design, monitoring and evaluation of our field projects. Team members are expected to conduct themselves in a professional manner and respect local laws, customs and Mercy Corps' policies, procedures, and values at all times and in all in-country venues.

Annex 1: List of Deliverables

Proponent Main Deliverables	
Year	DESCRIPTION OF DELIVERABLES
<i>The Proponent is required to support other Deliverables as defined in the Scope of Work and the Gantt chart</i>	
1.1.1: Map the existing evidence base and identify gaps around water and sanitation in DRC	
2021-2022	Update of the initial systematic literature review completed in previous year
2021-2022	Prepare for Publication of the systematic literature review by a peer reviewed journal
2022-2023	Review any updated information for literature review - updated lit review document
Year 4	Review any updated information for literature review - updated lit review document
Year 5	Review any updated information for literature review - updated lit review document
1.1.2: Design and implement equitable research & learning strategy to fill the gaps in the existing evidence base	
	Research Agenda
2021-2022	Yr2 Update research agenda based upon lit review
2021-2022	Yr3 Update research agenda based upon lit review
2023-2024	Yr4 Update research agenda based upon lit review
2024-2025	Yr5 Update research agenda based upon lit review
2021-2022	Study Paper - 1
2021-2022	Develop Model Research terms of reference with adequate future flexibility in any longitudinal study for initial studies - year 1
2021-2022	Prepare Publication of study Theme 1
2021-2022	Develop Model Research terms of reference with adequate future flexibility in any longitudinal study for ongoing studies
2022-2023	Publication of study Theme 1
2021-2022	Study Paper 2
2021-2022	Develop Model Research terms of reference with adequate future flexibility in any longitudinal study for ongoing studies
2022-2023	Prepare Publication of study Theme 2
2023-2024	Publication of study Theme 2
2022-2023	Study Paper 3

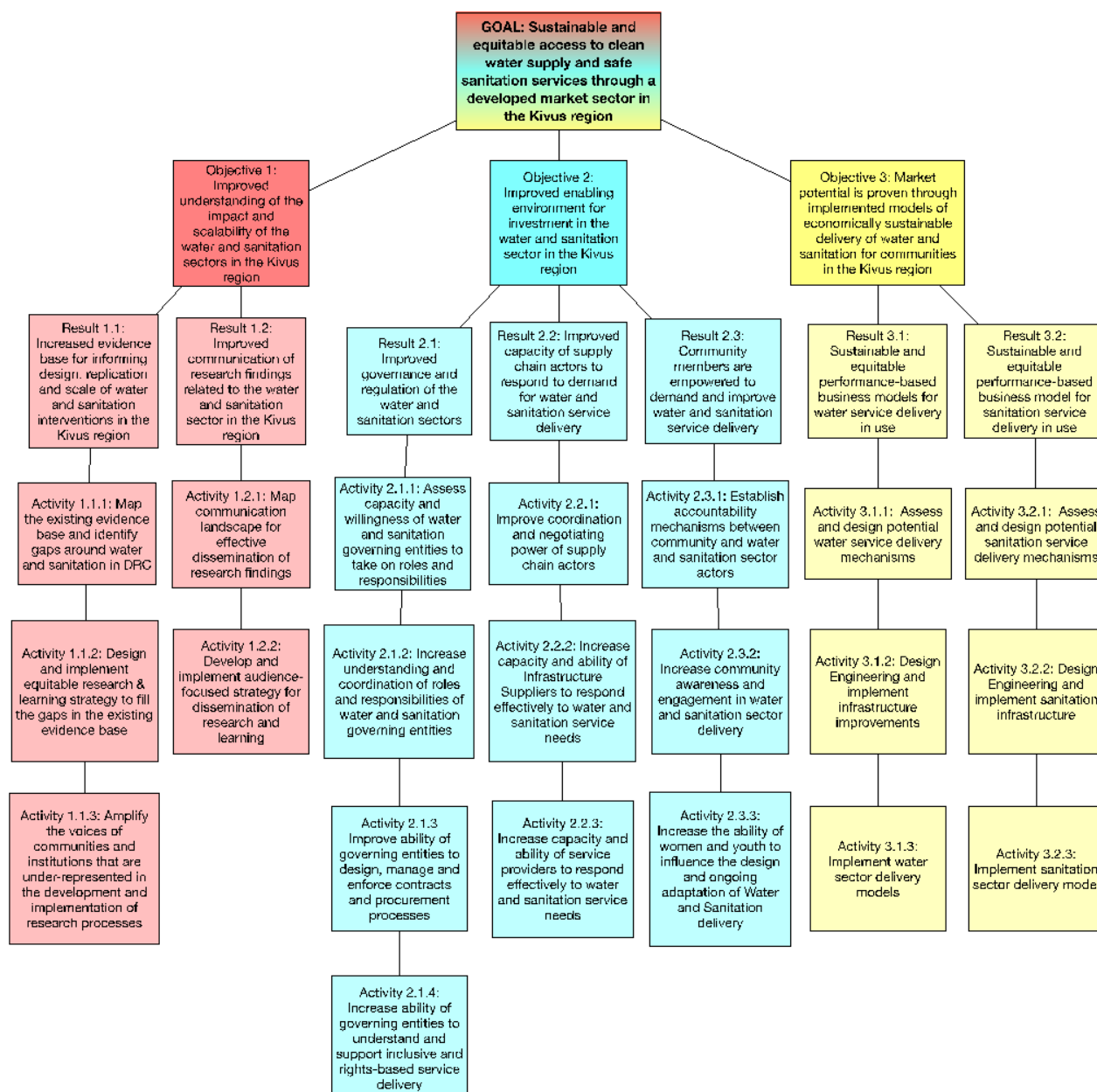
Proponent Main Deliverables	
Year	DESCRIPTION OF DELIVERABLES
2023-2024	Develop Model Research terms of reference with adequate future flexibility in any longitudinal study for ongoing studies
2023-2024	Prepare Publication of study Theme 3
2024-2025	Publication of study Theme 3
2023-2024	Study Paper 4
2023-2024	ConProponent veracity of method and approach - revise and refine research design
2023-2024	Develop Model Research terms of reference with adequate future flexibility in any longitudinal study for ongoing studies
2024-2025	Prepare Publication of study Theme 4
2024-2025	Publication of study Theme 4
2023-2024	Study Paper 5
2023-2024	ConProponent veracity of method and approach - revise and refine research design
2023-2024	Develop Model Research terms of reference with adequate future flexibility in any longitudinal study for ongoing studies
2023-2024	Prepare Publication of study Theme 5
2024-2025	Publication of study Theme 5
1.1.3: Amplify the voices of communities and institutions that are under-represented in the development and implementation of research	
North South Research Collaboration integration and engagement plan	
2021-2022	Assess capacity of institutes to undertake relevant research aligned to the water for the world research implementation agenda
2021-2023	Finalize plan for integration of local participants and engagement with the institute
2021-2023	Asses and finalize applications
2022-2023	Engage and provide Research Support for Congolese Graduate Students (Bukavu)
2022-2023	Research Design Refinement Workshop for Congolese Graduate Students (Goma)
2022-2023	Ongoing research design, refinements data collection, analysis, results and conclusions
Institution engagement - Maintain local university and institution engagement	
2022-2023	Assess capacity of institutes to undertake relevant research aligned to the water for the world research implementation agenda
2022-2023	Ongoing research design, refinements data collection, analysis, results and conclusions

Proponent Main Deliverables

Year	DESCRIPTION OF DELIVERABLES
2023-2024	Assess capacity of institutes to undertake relevant research aligned to the water for the world research implementation agenda
2023-2024	Ongoing research design, refinements data collection, analysis, results and conclusions
2024-2025	Assess capacity of institutes to undertake relevant research aligned to the water for the world research implementation agenda
2024-2025	Ongoing research design, refinements data collection, analysis, results and conclusions
1.2.1: Map communication landscape for effective dissemination of research findings	
2021-2022	Conduct analysis of local, regional and international communication landscape for effective dissemination of research findings
2022-2023	Conduct analysis of local, regional and international communication landscape for effective dissemination of research findings
2023-2024	Conduct analysis of local, regional and international communication landscape for effective dissemination of research findings
2024-2025	Conduct analysis of local, regional and international communication landscape for effective dissemination of research findings
1.2.2: Develop and implement audience-focused strategy for dissemination of research and learning - Implementation of CLA and the LDIP	
2021-2022	Disseminate research findings to wider community of practice through peer-reviewed journal articles and blogs. Support MERL in disseminating learning and research findings within program and external stakeholders in line with the CLA, learning and research agenda and the LDIP
2022-2023	Disseminate research findings to a wider community of practice through peer-reviewed journal articles and blogs. Support MERL in disseminating learning and research findings within program and external stakeholders in line with the CLA, learning and research agenda and the LDIP
2023-2024	Disseminate research findings to a wider community of practice through peer-reviewed journal articles and blogs. Support MERL in disseminating learning and research findings within program and external stakeholders in line with the CLA, learning and research agenda and the LDIP
2024-2025	Disseminate research findings to a wider community of practice through peer-reviewed journal articles and blogs. Support MERL in disseminating learning and research findings within program and external stakeholders in line with the CLA, learning and research agenda and the LDIP

Annex 1 Additional information on the main actions of the research

Result framework of the Activity



Narrative relating to the Results Framework

Definition of Activity: This is a USAID term to describe the whole program and the proponent is only contributing to this as described.

Result 1.1: Increased evidence base for informing design, replication and scale of water and sanitation interventions in the Kivus region

1.1.1: Map the existing evidence base and identify gaps around water and sanitation in the DRC

Desk Review of Extant Literature (Activity 1.1.1) Proponent will lead an ongoing desk review of the existing evidence base for information on water and sanitation in north and south Kivu and/or urban/peri-urban DRC. This desk review will align with the Learning and Research Agenda, seeking to identify gaps in the current evidence base related to identified priority research themes and Activity goals. Consortium partners' expertise and wider networks will be leveraged to identify and include 'grey literature' like NGO and INGO reports and relevant program evaluations. The first desk review is already completed for Year 1.

1.1.2: Design and implement equitable research & learning strategy to fill the gaps in the existing evidence base (stakeholders, locations, system capacity)

Research Agenda Development and Implementation (Activity 1.1.2) The research agenda is already available since October 2021. The proponent should update this research agenda based on the literature review and other useful information it finds and agrees upon with Mercy Corps.

The Research Agenda is an integral part of the Learning and Research Agenda and is provided below.

1.1.3: Amplify the voices of communities and institutions that are under-represented in the development and implementation of research processes

Research Agenda Alignment and Prioritization (Activity 1.1.3) Proponent will assure that Research agenda (part of Learning and Research agenda) core comprises initiatives to establish more equitable and sustainable relationships between research institutions from the Global North and the Global South and wherever possible, seeks to empower local communities and individuals in the research process. In addition to fostering institutional links, the Activity will aim to identify and act upon opportunities to increase the involvement of women and youth as active participants in the research process, from design through implementation and participation. All in-country work will be undertaken by the Mercy Corps research team with guidance by the Proponent. The Proponent would include a visit to the identified local research institutions when present on site visits.

North-South Research Collaboration (Activity 1.1.3) Under this initiative, key components of research sub-projects will also be conducted by graduate students at selected universities in the North and South Kivu region who will be awarded research scholarships through a competitive process.

Participating researchers will be Congolese scholars with substantial methodological and field expertise and experience. Following a call for applications – based on the program's scope and research priorities and disseminated widely to higher learning institutions and research institutes – the Activity will jointly evaluate received proposals. The Proponent will be involved in these evaluations. These will be narrowed down further through interviews and a subsequent research design workshop. Selection criteria will stress gender and youth and successful applicants will be mentored jointly by supervisors at their home institutions,

Proponent staff, and consortium partners. The presence of a nominated Proponent person at these events is required and will be timed with scheduled visits.

The scheme is designed to further capacity-building as well as more equitable and sustainable North-South partnerships, whilst ensuring that projects align with the Research Agenda and Learning Strategy and the program's Theory of Change.

Community-driven Development Projects (Activity 1.1.3) *For information only – there is no work scope for the Proponent. In line with North-South Research Collaboration, Proponents will support Mercy Corps in the design of any small programs aimed at helping communities in sites of intervention propose and implement their own improvement programs. All too often, the impacts of Research and Learning activities are initially invisible or become visible well after the completion of these activities. This initiative aims to counter such inevitable perceptions of extractive research, which takes information from communities without benefiting them in a timely manner if ever. It also encourages capacity-building and puts communities impacted by development interventions in the driving seat of decision-making concerning what interventions are pursued. Consortium partners will contribute to the processes of project selection and community support. Envisaged initiatives include rehabilitation of school buildings or training, for example.*

Result 1.2: Improved communication of research findings related to the water and sanitation sector in the Kivu's region

1.2.1: Map communication landscape for effective dissemination of research findings

Communications Landscape Mapping. *The Proponent will contribute to the mapping of the communications landscape for information on water and sanitation, including resources, program results, and findings from academic, public, and private sector studies, drawing on and broadening from the Water for the World Implementation Research Agenda. The aim is to understand how actors like practitioners, policymakers, clients, beneficiaries, and key investors obtain source material to inform their decisions; which formats, and languages are most amenable to their needs; and the types of channels they deem as most credible and relevant. The Communications Landscape Mapping is intended to inform the CLA and LDIP dissemination approach so that learning based on practical experience and empirical evidence will be shared in a manner broadly accessible to the wider community of practice. Proponent will work in collaboration with the Mercy Corps' Research and CLA Team who will support in providing this.*

1.2.2: Develop and implement audience-focused strategy for dissemination of research and learning

Development of Research and Learning Dissemination Strategy (Activity 1.2.2) *The Proponent will support the CLA and LDIP initiative under MERL to update the strategy for the dissemination of research and learning. Informed by the Communications Landscape Mapping (Activity 1.2.1), the Dissemination Strategy aims to encompass distribution mechanisms that are adapted accordingly to the information needs, format preferences, and output channels favored by pertinent actors. Whilst currently envisaged outputs include blogs, blog sites, as well as policy briefs, cartoons, and dissemination events, in addition to peer-reviewed journal articles, we want to leverage platforms like Global Waters, USAID's Urban Links website, and the integrated sites and outlets of consortium partners – in alignment with the Water for the World Implementation Research Agenda.*

RESEARCH AND LEARNING AGENDA

USAID's Sustainable Water and Sanitation System Activity (SWASSA)

I. Introduction

The USAID Sustainable Water and Sanitation Systems Activity is a five-year activity implemented by Mercy Corps in collaboration with Sanergy and Tetra Tech. The activity aims to increase and maintain access to safe water and sanitation services for communities in the North and South Kivu provinces of the Democratic Republic of Congo (DRC).

In order to create a better understanding of the impact and scalability of the water and sanitation sectors in the Kivus region, the theory of change posits that there is a need to not only generate a better evidence base of lessons learned and knowledge to inform the design, replication, and scale of water and sanitation interventions in the DRC, but also to communicate relevant results to targeted sector-related audiences.

This research and learning agenda is a living document and will be updated at least once a year, based on our experience and the needs of the program and its stakeholders.

Objectives:

The SWASSA Learning Agenda is a set of eight research questions, MEL and program practices in the water and sanitation sectors, for which the program intends to organize and disseminate data, generate new evidence, and produce conclusions and recommendations through academic research, evaluation, and multi-method testing of the hypotheses and theory of change that guide the activities.

II. Key areas

Five priority areas guide our research agenda. They outline what evidence is available, how we have gathered it to fill our knowledge gaps, how we intend to share our lessons internally to improve our performance, and how we will share our learnings with stakeholders and the outside world. These focuses are:

1. Literature review:

The literature review is an important learning tool for the program. It is intended to add nuance to the broad gaps already identified in the USAID "Water for the World Implementation" research agenda and to inform the research and learning activities undertaken in the SWASSA program.

3,761 identified publications were reviewed for their relevance to water and sanitation in DRC or similar contexts, namely fragile, conflict and violence-affected contexts. Publications were also considered if they addressed the financing and governance of social development market initiatives in such contexts. The strategy was held constant for all publications retrieved. All publications were given a unique identifier and those that met the inclusion criteria were recorded in a spreadsheet. Inclusion criteria included focus on financing, governance, and access to water and sanitation in DRC or similar Fragile, Conflict, and Violence-Affected Settings (FCVAS). Contextual similarity was determined by considering socioeconomic conditions, institutional strength and penetration, level of progress toward the SDGs, geographic characteristics, and demographics.

This document produced by our research team will be updated periodically according to the knowledge needs that will be identified in a participatory manner within the consortium and taking into account the stakeholders.

2. Ongoing research:

The research team contributes significantly to program efforts. This includes our work on site selection tools, methodological approaches to program data collection, entry, and analysis, improvement and feedback, and accompaniment of field interventions. The improvements made by the research team have been both incremental and profound.

The reach of this team into our other components, in the form of feedback and review, is making improvements in the way we work. The lessons learned from this feedback from stakeholder analysis support all other components on a daily basis.

[The research agenda](#) is an **integral part of our learning agenda**. Designed in a participatory manner within the program and taking into account the views of stakeholders, the research aims to meet the needs of the program: the results feed into planning and implementation in a feedback loop during the program, and reinforces the core principle of the activity: "strategic collaboration, continuous learning and adaptive management". The research questions are:

1. How effective are different collaborative approaches to improving governance in the water and sanitation sector?
2. What are the best approaches to regulating small informal service providers, based on grassroots efforts and evidence from development programs?
3. How can informal or unconventional service providers be regulated without disrupting the service they often provide to the poorest and most vulnerable?
4. What are the site-specific conditions or factors that hinder the implementation of water service delivery and how can they be mitigated?
5. How and to what extent can the water management model be scaled and adapted to the different contexts of urban and peri-urban localities?
6. What are the costs and benefits associated with different approaches to increasing cost recovery by water service providers, and how should this be done without negatively impacting the poor and vulnerable?
7. What are the specific socio-economic benefits that result from increased access to water and sanitation services, particularly for women and youth and overall at the household level?
8. What is the redirected use of the "time saved" and "money saved" by the population, especially women and youth, through improved access to water and sanitation services?

Rigorous research methods involving robust technologies such as [HyperRESEARCH](#), Tableau, [Network Canvas](#), [statistical package R](#), and [Kumu](#) will be used.

Research results are used constantly in the program, primarily in internal workshops and planning sessions, as data are analyzed and as we accumulate more and more results. We don't wait for activities to be completed to analyze the data, we do it as the data come in, continually adding to the results, evaluating our hypotheses, and testing the findings - and thus refining our approaches in the field. In this way, we have and will have time to incorporate new knowledge into programming activities.

Our Research design includes complementary workflows beyond ad hoc research: (i) dissemination strategy that will complement our desire to achieve broad dissemination to share our experiences and research products on a large scale; (ii) engagement with universities and research centers to promote mutual knowledge exchange and more equitable and sustainable collaboration between Southern and Northern institutions; and (iii) community development projects at the activity's intervention and research sites to strengthen participatory approaches in our research.

3. Monitoring and Evaluation for Learning

The program's monitoring and evaluation (M&E) system is complementary to the research. For learning purposes, it is based on before, during, and after action reviews, to identify and capture key practices and moments that have been a challenge or success to the program.

Large-scale evaluations are conducted using internal technical experts among program staff, external experts, and stakeholders. To be effective, the data collection activities, meetings, and reports that enable these mechanisms to be active are explicitly planned and budgeted for within the program.

In addition, we explore M&E scenarios through questions, the answers to which we will use in program implementation. Examples of key M&E questions for learning are:

- What approaches to monitoring can generate early warnings that implementation is not proceeding as planned, or is proceeding but not producing the intended results?

- How likely is it that the project's performance indicators will indicate whether or not the theory of change described in the project's logical framework is driving implementation? What additional methods could the mission use to answer this question?
- What is the best way to feed monitoring data back into adaptive implementation? What is the current link between performance information and adaptation and how can it be strengthened?
- Etc.

To address the relevant and evolving questions of M&E learning, the program has invested significant time and effort in building an M&E **system that uses innovative technologies to collect and make data available to consortium decision makers for rapid action.**

Experts and program staff use mobile devices to record data at the point of intervention through [CommCare HQ](#), where it is also triangulated with [ArcGIS](#) mapping. The data is then uploaded to a central hosting system where it is accessible on the Internet and made available to the implementation components in real time, through [Tableau](#) or [Power Bi](#) and TolaData (an online indicator tracking system internal to Mercy Corps). Program coordination staff verify the data, also via cell phones or computers, and present it to partners and implementation leadership in meetings to quickly identify trends and refine systems or implementation. Aggregate data and results are also collected, analyzed, and presented to USAID, in the interest of transparency, so that successes are not overemphasized at the expense of more negative feedback that could stimulate learning.



All learning mechanisms focus on open and honest sharing and listening, recognizing that lessons learned from failures sometimes provide the best opportunities for improvement

The program also conducts periodic **qualitative assessments and detailed household surveys** to build a comprehensive profile and monitor community change in the target areas. These evaluations are annual, mid-term, and final. M&E also contributes strongly to program evaluations, such as conflict, policy, and socio-economic assessments, etc. These rigorous evaluations consolidate and enhance the program's effectiveness. These **rigorous evaluations** consolidate and aggregate what the program has learned over the years to benefit future projects.

In both cases, the ability of the M&E system to quickly collect and channel data allows the program to conduct both small-scale, more targeted surveys to answer specific learning questions.

4. Learning events

The program's external meetings and workshops provide a structured framework for learning and information exchange. Meetings range from technical workshops designed to explore specific issues to larger venues for knowledge sharing, such as annual meetings with authorities and community members.

Internally, the program has spaces to discuss our plans, activities, and results, opportunities to improve performance, and decisions to adjust actions based on evidence-based information. These spaces include our monthly activity reviews, our Gantt chart of plans, weekly meetings, etc.

After action reviews provide structured opportunities to reflect on our activities and identify lessons learned and implications for the future, such as post-training reviews, post-evaluations, and routine field monitoring. These reviews are systematic and recommendations are made at each opportunity, which the program coordinator ensures are properly followed up.

5. Scenario planning

Data from our risk and major issue register, indicator tracking plan (IPTT), and context tracking are used to simulate different theory of change scenarios. As part of the continuous learning and perpetual search for the best possible innovation, the program is constantly looking for opportunities that can increase impact, improve learning, and minimize implementation risks. We will plan to conduct scenario exercises at our quarterly meetings beginning in 2022, and at unannounced opportunities.

III. Calendar Connections

The learning agenda is a component of the **program's Collaboration, Learning and Adaptation (CLA)** strategy. It is a prerequisite to ensure that the program can properly implement the CLA vision.

Our learning agenda is also linked to the Learning and Dissemination Implementation Plan (LDIP). LDIP activities include situational analyses (political economy, conflict, etc.), evaluations, context monitoring, literature review, after action reviews, regular reflection exercises, etc.

Also, the learning and research agenda is linked to the research dissemination strategy, which is specifically designed to determine the ways and means to make the knowledge of research more widespread and amplified.

IV. Implementation

The program has also been thinking about ways to implement the research agenda so that it will continually benefit the program and support the CLA. The following key activities are identified by the team:

Staffing - To strengthen our learning strategy, a **Learning and Dissemination Manager (LDIP)** will be stationed within the program beginning in March 2022. He/she will be the focal point for ensuring that learning products are consistently produced, collected, and shared according to LDIP protocols. He will also be the interface between the program and the consortium members' communication experts.

After Action Review: Learning Events - Intentionally, we will hold high-level learning sessions, at least **twice a year** starting in year 2 of the program, where we will discuss our program objectives, theory of change, program performance and lessons learned. Through these spaces, data and information from indicators, context monitoring, our accountability mechanisms, MEL questions for learning and MEL and program evaluations will also be discussed.

The program also conducts learning sessions at the component level, which will be in the form of an after action review at the end of each major activity, such as L2/L3, to identify lessons for future activities and share results as relevant through our LDIP. These workshops are ad hoc and will take place within **2 weeks of** the close of the relevant activities

Finally, at least annually, the program will organize information-sharing meetings and discussions of its performance results with key stakeholders (authorities, etc.) to discuss, learn and share results and lessons learned.

Collaborative Meetings - Ad hoc collaborative meetings will be held as needed for the program with different Mercy Corps programs, but also with other actors such as GIZ, to share and learn from each other's experiences. These collaborations also include our mission-level support teams (Performance and Quality, Communications, etc.), as well as technical support at the Mercy Corps Africa and Global levels.

Research through the LDIP - Research findings as outlined in our Research Agenda and literature review will be used within **4 weeks** of their completion to inform program strategy, through designed and planned reporting and discussion spaces. Lessons learned and research findings are also included in our IPSA, to be shared in the shortest time possible, once validated by the consortium and shared with USAID.

RESEARCH AGENDA

USAID's Sustainable Water and Sanitation System Activity

INTRODUCTION

ABOUT THIS DOCUMENT

Research is an integral aspect of the Activity by design. Such incorporation of research as part and parcel of development interventions is a fairly recent trend, spearheaded by USAID and a core component of its Collaborating, Learning, and Adapting (CLA) practices. Their foundational principles assert that effective learning organizations are more effective development organizations. In this vein, our approach follows pioneering endeavors like USAID's Sustainable WASH Systems Learning Partnership (SWS), a consortium of eight organizations including two universities specifically focussing on testing new approaches to strengthening local WASH systems in Ethiopia, Uganda, Kenya, and Cambodia. A similar venture, the UK aid funded Sustainable WASH in Fragile Contexts (SWIFT) programme, likewise targets system sustainability in Kenya and the DRC, stressing capacity-building. Inspired by these previous initiatives and the principles on which they were founded, research is integrated into the Activity in a holistic manner. Applied research is designed to address Activity needs; findings inform further planning and implementation in a virtuous feedback loop throughout the life of the Activity. This design reinforces the Activity's commitment to 'strategic collaboration, continuous learning, and adaptive management' (CLA). Expanding on earlier endeavors, the Research component includes complementary work-streams beyond set piece research:

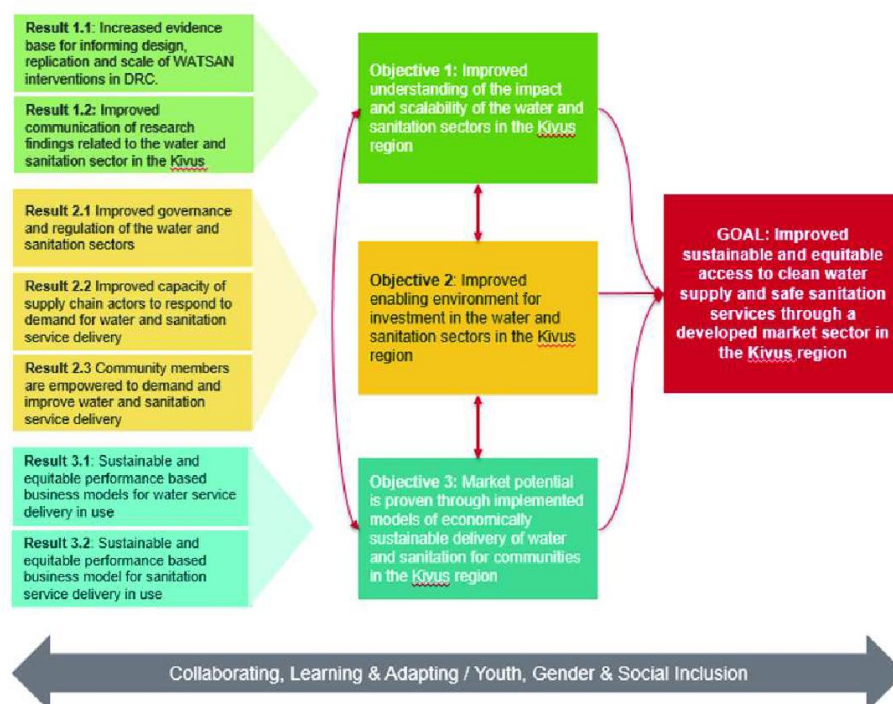
- Dissemination strategies prioritize Congolese stakeholders' preferences and are tailored to the WATSAN system's various sectors. This localized approach to dissemination complements larger scale efforts which include publication on diverse digital forums and websites. The goal is to maximize the integration of findings into policy and practice, amplifying the impact of Research and Learning activities at all levels from the local to the international.
- Engagement with Congolese universities and research centers are actively sought to promote mutual knowledge exchange and more equitable and sustainable collaboration between institutions in the Global South and North.
- Community-driven development projects in Activity intervention and research sites to strengthen participatory aspects of research and reinforce equitable engagement in these communities. This document presents the Activity's Research Agenda.¹ Set piece studies will supplement continuous Monitoring and Evaluation efforts while also contributing to resolving evidence gaps in the broader sector. All research will fulfill several key criteria:
- **Applied:** All research undertaken through the award will be designed to enhance the quality and availability of evidence, producing analyses that can then be applied within the sector in alignment with the Activity's Theory of Change. Barring external circumstances, this will focus on research that is timely and actionable within the life of Activity.

- **Ethical:** All research undertaken will follow DR Congo and the Proponent's rigorous standards for ethical review, risk management, and approvals as well as those of Mercy Corps and USAID. Ethics review in the country will be pursued through the processes of attaining research clearance and where applicable that of Congolese institutes of higher education (detailed in the Research Review Processes and North-South Research Collaboration sections below).
- **Participatory:** Wherever possible, research will leverage participatory approaches in design, implementation, and analyses to increase collaboration and co-creation, amplifying local voices, feedback, and expertise in all phases of research.
- **Coordinated:** Research will aim to use a coordinated approach through a consortium-wide strategy for learning, including active engagement with other USAID-funded activities like Partnership for the Development of the Eastern Congo (P-DEC), South Kivu Food Security Project (FSP), and Nawiri in Kenya to leverage learning opportunities and foster an environment for knowledge-exchange. Additionally, we will aim to collaborate with the broader research community in the Kivus to ensure coordination, minimize duplication of efforts, and foster more equitable and sustainable North-South partnerships. These principles are foregrounded in the complementary work-streams introduced above. Before expounding on them further, we outline broad thematic areas for inquiry and articulate a series of indicative research questions, methods, and design review approaches intended to guide future set piece studies concerning the sustainability of WATSAN services in the DRC.

THEMATIC AREAS, RESEARCH QUESTIONS, AND METHODOLOGICAL CONSIDERATIONS

Thematic areas were developed collaboratively in planning workshops during the Activity's inception phase. They represent the alignment of the Activity's scope with priority areas of research in WATSAN identified by USAID (2020), aiming to fill gaps in the evidence base and contribute to improving the effectiveness of WATSAN programming generally. These areas of study were also defined in relation to the Activity's underlying assumptions, captured in the Theory of Change reproduced below.

Research questions within these themes were designed in a similar manner, beginning with a co-produced long list conceptualized in the early implementation phase and aggregated and refined throughout it in an iterative fashion. Research questions and related studies will not be implemented simultaneously. They will be prioritized in terms of the Activity's specific information needs and in light of sequential expansion into additional intervention sites where certain themes may be more salient to our activities than others.



The Activity Theory of Change posits that **IF** an improved understanding of the impact and scalability of the water and sanitation sectors is established, and **IF** an improved enabling environment for investment in the water and sanitation sector exists, and **IF** market potential of implemented models of economically sustainable delivery of water and sanitation is proven, **THEN** a developed market sector will allow communities in the Kivus region to have sustainable and equitable access to clean water supply and safe sanitation services.

THEMATIC AREA 1: STRENGTHENING SECTOR GOVERNANCE AND FINANCING

Effective WATSAN sector governance requires institutions with the capacity to implement and uphold relevant policies and legal frameworks. Institutional weakness undermines accountability mechanisms and augments the potential for graft. Sector strengthening approaches, however, include not only government actors but also civil society, business, service providers, and service users – the actors and institutions whose engagement is needed to improve advocacy, demand, and accountability.

Effective governance encourages investment and its success invites further investment, leading to continuously increasing WATSAN service coverage. USAID approaches these dynamics in terms of research concerning developing and strengthening regulatory frameworks; building institutional capacity for sector governance; and mobilizing internal and external financial resources for WATSAN.

Examples of the type of questions we will pursue in this area include:

- What is the effectiveness of different collaborative approaches to improve governance within the WATSAN sector?
- How participatory are collaborative approaches? Do stakeholders participate in their design and refinement, and do stakeholders include informal or unconventional actors? Do such participatory elements affect the sustainability of collaborative approaches in terms of strengthening sector governance?
- What are the best approaches to regulate small and informal service providers? How can this be done without disrupting the service they often provide to the poorest and most vulnerable?

THEMATIC AREA 2: INCREASE SUSTAINABLE ACCESS TO SAFE DRINKING WATER

Rapid urbanization, population growth, and decades of instability have devastated WATSAN systems in FCVAS. Water, as outlined in the introduction, is crucial to public health, disease outbreak prevention and response measures, as well as economic growth. Sustainable water service delivery encompasses professionalization in terms of monitoring, maintenance, and financial management. Sustainability, however, is a complex multidimensional problem which calls for tailored solutions. In this vein, USAID and the Sustainable Water and Sanitation Systems Activity stress focus on the improved performance of water services, including water quality. Examples of the type of questions we will pursue in this area include:

- What site-specific conditions or factors challenge implementation of water service delivery and its sustainability? How can they be mitigated?
- How and to what degree can the water management model be scaled and adapted to peri-urban and urban localities?
- What are the costs and associated benefits of different approaches to increase cost recovery by water service providers, and how should this be done without negatively impacting the poor and vulnerable?

THEMATIC AREA 3: SOCIOECONOMIC IMPACTS OF ACCESS TO IMPROVED WATSAN SERVICES

Whilst this thematic area is not explicitly identified as a research priority by USAID, it is noted as an area of significant gaps in the evidence base. The interrelated socioeconomic impacts of access to WATSAN services are acknowledged widely. Despite this understanding, we still lack a nuanced comprehension of first-order effects beyond improved health, second-order effects, and the interplay between them. We require more evidence to define and refine the theoretical framework that posits the dynamics between the effects of improved access to WATSAN services, and which population subgroups benefit disproportionately from them. Examples of the type of questions we will pursue in this area include:

- What are the specific socioeconomic benefits that result from increasing access to WATSAN services, particularly for women and youth and overall at the household level?
- What is the redirected use of ‘saved time’ and ‘saved money’ on the population, especially women and youth, from improved access to WATSAN services?
- Does increased access to improved WATSAN services affect social capital, social cohesion, and observed conflict dynamics in sites of intervention? Do such effects differ between urban, peri-urban, or rural contexts?

METHODOLOGY

Finalized research questions will guide methodological design which will begin with a nuanced desk review of extant literature on the specific subject, leveraging systematic reviews as well as the Activity’s own living literature review of WATSAN service sustainability in fragile contexts. This phase will entail coordination with other USAID-funded activities, building on their experience and extant knowledge concerning, for example, rural water supply functionality (FSP) and socioeconomic effects of access to scarce natural resources, like social cohesion (P-DEC). Many studies will pursue mixed methods, stressing participatory techniques and sequential modification of approaches based on experiences garnered during study implementation. Research designs will be vetted collaboratively within the Activity consortium and with colleagues at complementary Activities (FSP, P-DEC, Nawiri, etc.) and revised before pilots are undertaken to further refine them.

Pilot studies will include cognitive interviews to assure all precautions are taken to avoid participant fatigue, over-surveying, and cultural appropriateness in advance of full-scale rollout. Research designs, including sampling strategies, may be refined again in response to pilot results.

Large-n studies typically including substantial, representative samples will only be pursued as part of monitoring and evaluation activities in order to avoid duplication of efforts and participant fatigue in at times overly-researched populations. Small-n studies where sample sizes are significantly smaller will typically leverage unstructured, semi-structured, and group interviews; focus groups; participant observation; participatory mappings or power mappings of WATSAN systems and access; and diary methods. Such studies would be used to inform the design of large-n research or complement their findings by focusing on inconclusive or difficult to interpret results, depending on sequencing and Activity needs.

Once entered and anonymised, data will be analyzed using various software as applicable: HyperRESEARCH, Tableau, Network Canvas, statistical package R, and Kumu. CommCare and Network Canvas may also be used in data collection. Software usage in data collection and analyses will conform to the regulations set out in the DMPs. Only desktop versions of software or versions with inbuilt encrypted cloud storage can be used. Previously unverified software will need to be reviewed and authorized before it can be employed in any data collection or analyses efforts.

RESEARCH REVIEW PROCESSES

Research designs will be reviewed internally by Mercy Corps and the Proponent, then following any required revisions will be submitted to USAID and Proponent's Research Ethics Committee. Upon approval, they will be translated into French to secure research authorisation in the DRC. Here, the research designs will be accompanied by a summary, annexed to the *ordre de mission*, essentially a research permit which must be signed, stamped, and authorized by all pertinent authorities in the area where the research will be undertaken, usually: government representatives at the levels of the *province, territory, groupement, Chefferie*, as well as the national police and intelligence services. These processes will be enhanced by review at the national level of the DRC should these mechanisms be introduced during the life of the Activity.

COMPLEMENTARY WORK-STREAMS

RESEARCH DISSEMINATION STRATEGY

Dissemination of research outputs is a separate work-stream in the Research Agenda. Based on the conducted communications landscape analysis of the WATSAN system – including civil society, public, private, faith-based, academic, and humanitarian development sectors – dissemination approaches were tailored to the preferences of each in terms of channel, format, and language. Dissemination strategies for study participants and residents in research sites will be determined through a similar process, broadening potential formats to include cartoons, participatory theater, town hall-style presentations, and animations depending on Internet access and availability.

Meetings to determine appropriate approaches will be leveraged to garner community feedback on preliminary results, refine understanding, and increase local participation in and ownership of these studies and their results. In this manner, research outputs based on practical experience and empirical evidence will be shared in a manner widely accessible to the wider community of practice. They will be tailored and adapted to the needs and absorption capacities of all relevant stakeholders to disseminate through their respective networks.

Whilst currently envisaged outputs also include blogs posted on the widely read blog sites, as well as policy briefs and dissemination events, in addition to peer-reviewed journal articles, we want to leverage platforms like [Global Waters](#) and USAID's [Urban Links](#) website – in alignment with the Water for the World Implementation Research Agenda. Such diversified dissemination channels ought to facilitate the integration of findings into policy and practice, amplifying the impact of Research and Learning activities whilst countering potential for high-level exclusivity.

NORTH-SOUTH RESEARCH COLLABORATION

A component of research sub-projects will also be conducted by graduate students at selected universities and research centers in the Kivu region of the DRC. Participating students will be Congolese scholars with substantial methodological and field experience. These students will be awarded fieldwork stipends through a competitive process to pursue primary data collection as part of their degree programmes. All submitted proposals will need to address the thematic areas and Activity objectives outlined in this document.

Applications will be evaluated collaboratively internally, based on criteria elaborated jointly with representatives of Congolese higher education institutions and research centers. Accepted research designs, however, will be reviewed by the ethics boards of the students' respective institutions. Publication and dissemination of their research outputs will follow the Research Dissemination Strategy as well as communications plans of the students' respective institutions and networks.

The process of identifying and selecting partner institutions is outlined in a separate document. The broader aim of this work-stream is to promote more equitable and sustainable collaborations between academic institutions in the Global South and North, which will continue to grow and strengthen beyond the life of the Activity. In this vein, the Research Agenda will be presented to representatives of selected universities and research centers during workshops in North and South Kivu. Garnered feedback will be used to refine this document to better align with local research realities, interests, and timetables. Through such enhanced interaction and engagement, partner institutions will be co-creators of the research, not merely participants or implementers, increasing the potential for mutual ownership and the realization of durable collaborations.

COMMUNITY-DRIVEN DEVELOPMENT PROJECTS

In line with North-South Collaboration, we will support residents in sites of intervention in proposing and implementing their own community improvement projects. All too often, the impacts of Research and Learning activities are initially invisible or become visible well after the completion of these activities. This initiative aims to counter such inevitable perceptions of extractive research, which takes information from communities without benefitting them in a timely manner, if ever. It also encourages capacity-building and puts communities impacted by development interventions in the driving seat of decision-making concerning what projects are pursued. Consortium partners will contribute to the processes of project selection and community support. This work-stream will be led by the Stakeholder Relations and Governance team due to the potentially complicated nature of managing diverse and at times competing community interests and perceptions of needs.

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/aq_sanctions_list.shtml).
- f. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act.

Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.

- g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
- h. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- i. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
- j. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- k. Contractor understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([mercycorps.org/integrityhotline](https://www.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.
- l. 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 "Indemnatee"), 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 Indemnatee or asserted against any Indemnatee 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 Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnatee.

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

- a. by both Parties on mutual written agreement of the Parties;
- b. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;
- c. by Mercy Corps immediately upon written notice in the event Mercy Corps' donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under this Contract;
- d. by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;
- e. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or
- f. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

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

[ALTERNATIVE CLAUSE IF USING LIQUIDATED DAMAGES -DELETE IF NOT APPLICABLE]:

[If Mercy Corps determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps may terminate this Contract. Contractor's breach of its obligations under this Contract will result in Mercy Corps incurring damages in an amount that will be difficult to establish and leave Mercy Corps without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach: *[insert dollar amount or other formula for determining the amount of damages]*.]

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

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

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

15. Miscellaneous.

- a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.
- b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
- c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
- d. Time is of the essence of each and every obligation of Contractor under this Contract.
- e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.

- f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.
- g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
- h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.

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

MERCY CORPS

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

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>	

Tender Package — Request for Proposal (RFP)



<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). Contract 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

Tender Package — Request for Proposal (RFP)



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 II

Donor Terms

7. Attachments to the Tender Package

Attachment 1 -Supplier Information Form template

The information provided will be used to evaluate the Company before contracting with the Mercy Corps.

Please complete all fields.

Supplier Information

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

Tender Package — Request for Proposal (RFP)



Financial Information

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

Product/Service Information

List Range of Products/Services Offered	
Basis For Pricing (Catalog, List, etc.)	

References

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

Supplier Self-Certification of Eligibility

Company certifies that:

Tender Package — Request for Proposal (RFP)



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

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

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

Company Name:

Name of Representative:



Title: _____

Signature: _____

Date: _____

FOR MERCY CORPS USE ONLY

Following documents have been provided **[Update according to sections 3.3 and 4 of the Tender Package]**:

Documents	
Legal Business Registration	
Latest Tax Registration Certificate	
<i>[Insert other supporting document as per Tender Package]</i>	
<i>[Insert other supporting document as per Tender Package]</i>	
Company Profile	
References from previous work projects	
<i>[Insert other supporting document as per Tender Package]</i>	
<i>[Insert other supporting document as per Tender Package]</i>	
<i>[Insert other supporting document as per Tender Package]</i>	
<i>[Insert other supporting document as per Tender Package]</i>	
<i>[Insert other supporting document as per Tender Package]</i>	

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

Name _____

Title _____

Signature _____

Date* _____

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

Attachment 2 -Price Offer Sheet template