

**Partnerships for Peace project (P4P)  
REQUEST FOR QUOTATION  
[CAI-P4P-ACC-02-0106/2021]**

**RFQ number:** CAI-P4P-ACC-02-0106/2021  
**Description:** Short Term M&E Support for the P4P Project  
**Release date:** 7<sup>th</sup> January, 2021  
**Closing date:** 15<sup>th</sup> January, 2021  
**The time of Closing:** 17 :00 GMT  
**Of :** Creative Associates International, Inc., Project Partnerships for peace (P4P)  
**Funded by:** US Agency for International Development (USAID)  
USAID Contract No. AID-OAA-I-13-00005  
Task Order AID-624-TO-16-00004

Creative Associates International, Inc., which implements The Partnerships for peace (P4P) in Accra, Ghana, solicits technical expertise offers According To terms of references included in attachment I and the terms and conditions of the creative consultant agreement included in the attachment. 2

All correspondence and/or inquiries regarding this Request for Quotations (RFQ) must reference the above RFQ number, and be directed via email to: [approvisionnement@crea-p4p.com](mailto:approvisionnement@crea-p4p.com)  
Questions may be received until 13<sup>th</sup> January, 2021. Creative intends to award a Level of Effort Consultant Agreement, but reserves the right to make multiple awards or no award.

Submissions can be sent electronically to: [offres@crea-p4p.com](mailto:offres@crea-p4p.com)

Please submit the following documents to provide a quotation in response to this request for offer:

- 1) A technical statement that addresses the technical knowledge and practicalities that the offeror has considered and will use to carry out the scope of work.
- 2) A CV that reflects the education, skills and experience required in Attachment I and demonstrates the ability to carry out the scope of work;
- 3) A proposed budget for completion of the work. A suggested template is included as Attachment 3
- 4) Forms signed and completed as follows:
  - Attachment 4. Consent to Vet
  - Attachment 5. Nondisclosure agreement
  - Attachment 6. Consent form for past performance and reference checks
  - Attachment 7. I420 Bio data Form

Selection will be made based on technical capability and overall best value. Modifications to this RFQ, including closing date extensions, will be sent via an amendment to the RFQ to all bidders.

## **ATTACHMENT I, SCOPE OF WORK**

Consultant will provide M&E support to the Partnerships for Peace (P4P) Project

**Estimated execution period:** January 25, 2021 – June 30, 2021

**Estimated Level of Effort:** 113 days maximum

### **I. OBJECTIVE**

The Consultant will assist the M&E team to collate field data, capture data (entry) into database as well as conduct qualitative and quantitative analysis of evaluation/survey data and compile into technical reports. He / she will provide technical support to the M&E team in key M&E activities (as assigned) in close collaboration with key regional and country-level staff of the program.

### **2. RESULTS AND/OR DELIVERABLES**

Primary Responsibilities:

- Collate event data and supporting documentation emanating from all program activities, such as completed event forms (attendance sheets, profile forms etc), evaluation forms (pre & post test etc) and indicator data sheets. It also includes collating or compiling event data submitted via mobile data collection platforms such as Google Forms, ODK and similar platforms like LogAlto Mobile.
- Upload all relevant supporting documents / M&E documents into M&E Databank, SharePoint and/or MEDAL.
- Support hard copy filing of key M&E documents at the regional office in Accra.
- Enter event (participant) data into Excel/MEDAL database and ensure it is up-to-date.
- Support periodic update of the Performance Indicator Tracking Sheets (PITS)
- Enter data into all custom forms in MEDAL (when P4P module in MEDAL becomes fully functional)
- Support qualitative and quantitative analysis of collated event data (pre & post test, general evaluation) and support preparation of draft evaluation report for each P4P event.
- Support remote data collection (via online / mobile platforms, email, phone calls etc), collation and analysis of follow-up survey data and preparation of draft survey reports.
- Support identification of potential success stories and share initial details with Communications Specialist for further follow-up.
- Update the follow-up database using follow-up survey data.
- Support the cleaning of all databases (in excel or in MEDAL) and rectify identified errors.
- Perform other related duties as assigned.
- Facilitate training sessions provided by the P4P M&E unit

- Assist in the review of data and reports (activity reports and monthly reports) provided by the grantees.
- Assisting in conducting, coordinating and facilitating Institutions' organizational capacity assessment
- Assisting in the preparation of the OCAT reports

**QUALIFICATIONS REQUIRED:**

At least a university degree in one of the following fields or the equivalent is required: social science, development studies, peace studies, international development, project management, statistics or computer programming.

**Language proficiency:**

- He /She must be bilingual in French and English.
- He /She must speak, write and read fluently in both French and English.

**Experience, knowledge and skills:**

- Minimum of one-year experience in data collection, data entry, data processing, data analysis or report writing.
- Competent in the use of Microsoft Office suite: MS Word, Excel, PowerPoint, Outlook, etc.
- Prior experience with (SPSS, STATA, R) and ODK is an asset.
- Previous experience with projects funded by USAID is desirable.
- Attention to detail and the ability to collect, capture and analyze data are needed.
- Excellent analytical and report writing skills are required.
- Ability to foster and maintain team spirit, cooperation and learning.
- Excellent organizational and time management skills, the ability to think critically and work independently are required.
- A willingness to learn is very desirable.

**2. OTHER MATTERS**

The Consultant will report to the Accra based Regional Monitoring & Evaluation Officer, Corporate Monitor and work under her direct supervision.

## ATTACHMENT 2, TERMS AND CONDITIONS

Consultant and Creative Associates International, Inc. (“Creative” or “Company”) enter into the following agreement (“Agreement”):

1. Services and Payment. Consultant agrees to perform the services, as defined and incorporated herein by reference as Exhibit A – Statement of Work (“Services”), in accordance with the terms and conditions of this Agreement including all referenced attachments. As the only consideration due Consultant regarding the subject matter of this Agreement, Creative will pay Consultant in accordance with Exhibit A, as supported by Exhibit B - Budget. Under no circumstances shall Consultant receive more than the original value of this Agreement absent a duly authorized modification.

Subject to satisfactory performance, the conditions contained herein and Exhibit A, consulting fees and reimbursements will be paid only in accordance with approved Scope of Work and payment schedule, upon Corporate Monitor approval of required documentation.

The Subcontractor shall ensure that the milestone reports and payment requests submitted are directly related to the completion of the phases as indicated in the Scope of Work. Payment shall be made upon receipt of a properly completed request for payment, which must be approved by Creative Monitor, identified in Exhibit A. All Consultant payments due will be issued within 30 days after receipt of a payment request, subject to the acceptance of performance and/or deliverables. Creative reserves the right to deny payment for any unauthorized work and/or unauthorized costs incurred by Consultant. Payments for partial performance/deliverables shall not be made unless explicitly authorized by Creative.

Payments will be sent by wire transfer to the bank account provided by the Consultant in the first invoice. The bank account information must include:

- Bank name
- Address
- Account name
- Account #
- Bank ABA #
- SWIFT

2. Ownership; Rights; Confidential Information; Information Security
  - a) It is understood that the services rendered, and the materials produced by Consultant are considered “work made for hire” or otherwise shall become Creative’s property and, therefore, Creative will retain all rights in and to such materials. Creative shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights; trademark rights; *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designation, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with Services.

Consultant hereby makes all assignments necessary to accomplish the foregoing ownership. Consultant shall further assist Creative, at Creative’s expense, to further

evidence, record, and perfect, obtain, maintain, enforce, and defend any rights assigned. Consultant hereby irrevocably designates and appoints Creative as its agents and attorneys-in-fact to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant.

To the extent allowed by law, any license to Creative hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Consultant will confirm any such ratifications and consents from time to time as requested by Creative. If any other person provides any Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Creative's exclusive benefit.

- b) Consultant agrees that all information Consultant develops, learns or obtains in connection with Services or that are received by or for Creative in confidence, constitute "Confidential Information" (defined as any and all information about Creative or its Customers, including without limitation, information about Creative's or its Customers' business, plans, formulas, sales, branding and marketing strategy, technology, know-how, processes, knowledge, intellectual property, ideas, trade secrets, research and development, pricing policies, customer lists/customer prospect lists, vendor relationships and agreements, employees, products, projects, properties, processes and procedures, financial condition and performance and documents). "Confidential Information" also includes information of third parties that Creative is required to treat as confidential. Consultant will hold in confidence and not disclose or, except in performing the Services, use any Confidential Information. However, Consultant shall not be obligated under this section with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant. Upon termination and as otherwise requested by Creative, Consultant will promptly return to Creative all items and copies containing or embodying Confidential Information, including all files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative work, notebooks, and similar items relating to the business of Creative, except that Consultant may keep its personal copies of its compensation records and this Agreement. Consultant shall at all times preserve the confidential nature of Consultant's relationship to Creative and of the services hereunder.
- c) As additional protection for Confidential Information, Consultant agrees that for the duration of this Agreement and for one year thereafter, Consultant will not, directly or indirectly, hire, solicit, or encourage to leave Creative's employment, any employee of Creative.
- d) Furthermore, if Consultant works on Creative's response to a certain RFA, RFP, or APS, or other such document, Consultant shall not work on any other organization's response to the same RFA, RFP, APS, or other document.
- e) The parties acknowledge and agree that, on breach of any portion of this Section 2 by Consultant, Creative will be irreparably harmed. The parties agree that such harm to Creative may be difficult to measure in terms of compensatory damages and, therefore, in

any legal proceeding, the parties agree that Creative shall be entitled to restraining orders and/or injunctions (a) to stop any actual or impending breach of this provision of this Agreement; and/or (b) to regain possession or control of Confidential Information. If Consultant breaches its duties regarding the Confidential Information, Creative may immediately terminate this Agreement without liability, may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from Consultant reasonable legal fees and costs in addition to other appropriate relief.

- f) If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants Creative and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub-licensable right and license to exploit and exercise all such technology and intellectual property rights in support of Creative's exercise or exploitation of the Services, Inventions, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).
  - g) Consultant agrees to safeguard all classified matters in conformity with the provisions of applicable Federal Statutes, Executive Orders, and Regulations, including the Department of the Defense security requirements, to execute such papers as may reasonably be necessary or appropriate in connection therewith. Creative agrees to notify the Consultant of the security classification of any materials made available.
  - h) Nothing in this Agreement shall restrict Consultant in any manner from providing its own similar consulting services for other businesses.
3. **Termination.** This Agreement may be terminated by either party for the following reasons:
- a) **By Consultant.** Consultant may, without cause, terminate this Agreement with not less than thirty (30) days written notice, hand delivered or sent to Creative.
  - b) **By Creative.** This Agreement, in whole or part, may be terminated at any time prior to the scheduled termination or completion date, upon written notice, by the designated representative(s) of Creative for:
    - i. **Termination for Cause.** This Agreement may be terminated for cause, which shall be effective upon delivery of notice to Consultant's place of residence or place of business. **For the purposes of this subsection, cause shall mean Consultant's misconduct, including failure to comply with Creative's code of conduct, as well as failure to provide contracted services, commission of any unlawful act, or other reasons within the control of the Consultant.** Under termination for reasons stated in this subsection, Creative shall determine the amount of Consultant's fee, if any, that is payable for those services;
    - ii. **Termination for Convenience.** This Agreement may be terminated for convenience, which shall be effective upon Consultant's receipt of notice of termination. For purposes of this subsection, convenience shall mean:
      - the discontinuance of Creative client funding,
      - events causing an impossibility or impracticability of performance, or
      - other changes in Creative's program direction.

For termination for reasons stated in this subsection, Consultant shall be reimbursed for time worked prior to the date of termination, travel time back to the Consultant's home immediately following termination of activities as directed, and any documented expenses.

- c) Sections 2, 5, 7-9, 13, 14, and 17-22 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration of this Agreement.
4. Stop Work. Creative shall retain the right to direct Consultant to suspend work (“stop work”) at any time. Such direction must be in writing and shall be effective for a period of no more than 30 days after which time Consultant and the Creative shall mutually determine whether the work should continue or terminate.
5. Warranty. Consultant warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant’s original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and (iii) Consultant has the full right to allow it to provide Creative with the assignments and rights provided for herein.
6. Independent Contractor.
  - a) This Agreement shall not render Consultant a partner, joint venturer, employee, or agent of Creative for any purpose. Neither party shall bind nor attempt to bind the other to any contract.
  - b) Consultant shall have the right to control and determine the time, place, methods, manner and means of performing the services, unless otherwise stipulated in this Agreement. Creative shall rely on Consultant to put in the necessary number of hours as are necessary to fulfill the requirements of the Agreement. Consultant shall provide all equipment and supplies required to perform the Services.
  - c) Consultant may not assign, sub-license, sub-contract, delegate or otherwise transfer or dispose of any of its rights or obligations under this Agreement unless mutually agreed to by Creative and Consultant in writing. Any non-consented-to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by Consultant.
  - d) Consultant is solely responsible for paying when due all taxes, including estimated taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers’ Compensation Insurance. Consultant agrees to defend, indemnify and hold Creative, its clients, officers, employees, agents and assigns, from any and all claims and damages, causes of action and liabilities arising from or in connection with the performance of Consultant’s services hereunder.
  - e) Creative shall not be responsible for withholding taxes with respect to Consultant’s compensation hereunder. Creative will mail Consultant a Form 1099 by the end of January for services rendered during the prior year. Consultant shall have no claim against Creative hereunder or otherwise for employee benefits of any kind or for workers’ compensation coverage.



7. Assumption of Risk. Consultant accepts for himself/herself, his/her heirs, assignees and legal representatives, responsibility for all risks and hazards arising from or in connection with the Scope of Work. Creative shall in no way be liable for any risks and hazards to Consultant or Consultant's dependents that may result from any cause whatsoever during the period of this Agreement.
8. Travel Insurance. Generally, Consultant shall be responsible for all medical, dental, health, injury and other personal insurance coverage. However, if Consultant's Services requires international travel under a U.S. government funded contract (Creative's prime contract), Consultant may be eligible for the MEDEX Program, which provides direct access to prompt assistance in the event of a medical emergency while traveling abroad. Additionally, Consultant may be covered by DBA insurance.

If applicable, MEDEX and DBA will be provided to Consultant at no additional cost. Consultant agrees to the requirements and limitations of these insurances, which may include costs for specific use under the MEDEX coverage.

9. Indemnification. Consultant shall be solely liable for, and shall indemnify and hold harmless Creative and its successors and assigns from any claims, suits, judgments or causes of action initiated by any third party against Creative where such actions result from or arise out of the work performed by Consultant under this Agreement. Consultant shall further indemnify, defend and hold harmless Creative and its successors and assigns from and against any and all loss or damage resulting from any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant or agreement on Consultant's part, as well as any and all acts, suits, proceedings, demands, assessments, penalties, judgments of or against Creative relating to or arising out of the activities of Consultant and Consultant shall pay reasonable attorneys' fees, costs and expenses incident thereto. This indemnification shall also include unauthorized use or release of third party materials or information.
10. Notices. All notices, demands or other communications required or desired to be given hereunder by any party under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered US mail or DHL to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.
11. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. Modifications and Amendments. No changes or modification or waivers to this Agreement will be effective unless in writing and signed by both parties.
13. Choice of Law and Choice of Forum. This Agreement shall in all respects be governed, construed, interpreted and enforced under the laws of the District of Columbia, United States of America. Any disputes, claims, actions or proceedings arising out of or related to this Consultant Agreement shall be resolved in a court of competent jurisdiction in the District of Columbia, only. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees.



14. Corrupt Practices and Gratuities. Consultant represents and warrants that she/he will comply with all applicable local, national, foreign laws and regulations pertaining to performance of obligations under this Agreement and amendment hereto. In particular and without limitation, Consultant shall not act in any fashion or take any action that will render Creative liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist Consultant or Creative in obtaining or retaining business or in carrying out the Services. Additionally, Consultant agrees not to receive or accept any payments or other benefits from any parties associated with the performance of work required under this Agreement. Consultant agrees failure to comply with the FCPA and/or receipt of payment or other benefits could compromise the integrity of the work performed and therefore Creative would have the right to terminate this Agreement and request a refund of fees paid for such work.
15. Use of Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
16. Code of Conduct. Consultant agrees to perform the work assigned by Creative in a professional, ethical and culturally sensitive manner. Special attention should be focused on the Whistleblower Protection (and Consultant's responsibility to report fraud, waste and abuse suspicions), Child Protection requirements and Creative's commitment to Combatting Human Trafficking.
17. Compliance with Law. Performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations.
18. Dual Compensation. Consultant hereby certifies and agrees that receipt of compensation for services to be provided under this Agreement and amendment hereto shall not constitute dual compensation or compensation from sources other than Creative for the same work to be performed by Consultant for Creative.
19. Terrorism E.O. 13224: Consultant **agrees and certifies** that Consultant is not in violation of and will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 text provided and also available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>.)
20. Other Certifications: Consultant certifies by acceptance of this agreement that Consultant:
  - (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency;
  - (ii) has not been convicted of a narcotics offense or have been engaged in drug trafficking as defined at [https://www.ecfr.gov/cgi-bin/text-idx?SID=4dde54c8075bf4c32c5d2cce66faeb5&mc=true&tpl=/ecfrbrowse/Title22/22cfr140\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=4dde54c8075bf4c32c5d2cce66faeb5&mc=true&tpl=/ecfrbrowse/Title22/22cfr140_main_02.tpl), nor has been indicted or convicted of any other crime(s) of violence, fraud or malicious intent;

(iii) is not designated as a “specially designated nationals” by the Office of Foreign Asset Control of the U.S. Department of Treasury;

(iv) has not been indicted or convicted on charges of terrorism or of providing support to terrorists;

In hereby acknowledges and agrees to be held to the United States Government policy on Combating Trafficking in Persons prohibiting trafficking in persons including the trafficking-related activities as defined at [https://www.ecfr.gov/cgi-bin/text-idx?SID=9935cb12a725080e4e6daff2639e749f&mc=true&node=se48.2.52\\_1222\\_650&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=9935cb12a725080e4e6daff2639e749f&mc=true&node=se48.2.52_1222_650&rgn=div8).

(vi) is aware of and has been informed of Consultant’s rights and remedies in the pilot program on employee whistleblower protections established under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

21. Conflict of Interest. Prior to commencing work under this Agreement, Consultant shall provide a signed Conflict of Interest Certification or Disclosure Statement required by Creative.
22. Dispute Resolution. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia. Any disputes relating to this Agreement that are not resolved by the mutual agreement of the parties shall be submitted to mediation as mutually agreed by the parties, or alternatively to non-binding arbitration under the rules of the American Arbitration Association to take place in Washington, D.C. Costs of such arbitration shall be shared equally between the parties.
23. Right to Injunction. The parties acknowledge that the services to be rendered by Consultant under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique and unusual character which gives them a peculiar value, the loss of which may not be adequately compensated by monetary damages in any action at law, and the breach of which will cause the Company irreparable harm. Consultant expressly agrees that the Company will be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Consultant, in addition to any other legal remedies available to it.
24. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
25. Entire Understanding and Agreement. This Agreement and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Any copy of this Consultant Agreement will be considered as effective for any purpose as if it were the original

**ATTACHMENT 3, Budget**

**ATTACHMENT 3,  
BUDGET**

*\*Note: Offerors should modify or add line items as needed.*

**Consultant Name:**

	Item description/Specifications	Unit	QTY	Unit Price	Total	Budget Notes
<b>1.00</b>	<b>Labour</b>					
1.01	Labor (Consultant shall work for 8 hours in a day)	Day	1			
1.02						

<b>TOTAL</b>	<b>\$0</b>
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**ATTACHMENT 4, CONSENT TO VET FORM**

**DISCLOSURE AND CONSENT CONCERNING CONSENT TO VET**

This form, which you should read carefully, has been provided to you because Creative Associates International, Inc. (“Company”) will request a search of U.S. government lists of persons debarred or blocked from performing or conducting business. In addition, the Company may request the above records, plus educational records, verification of employment positions held, and information from professional references.

**CONSENT**

I have carefully read and understand this Disclosure and Consent form and, by my signature below, consent to the review of my records, as defined above, to the Company in conjunction with my application for employment. I further understand that any and all information contained in my job application or otherwise disclosed to the Company by me before or during my employment, if any, may be utilized for the purpose of obtaining security reports, reference checks etc. requested by the Company. This Disclosure and Consent form, in original, photocopied or electronic form, will be valid for any reports that may be requested by the Company.

Offeror Last Name \_\_\_\_\_

First \_\_\_\_\_

Passport # \_\_\_\_\_

Date of Birth (for ID purposes only) \_\_\_\_\_

Phone Number \_\_\_\_\_

Present Address \_\_\_\_\_

\_\_\_\_\_

Offeror Signature \_\_\_\_\_

## ATTACHMENT 5, NONDISCLOSURE AGREEMENT

### Creative Sensitive Information

NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

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Name (Print)

AND

CREATIVE ASSOCIATES

- I. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to “Creative Sensitive Information” or approval to work on a Creative project identified as “Sensitive,” when information and projects are designated as such. As used in this Agreement, “Creative Sensitive Information” includes marked or unmarked sensitive information, including oral communications as well as the mere identification of the sensitive project being worked on (to include identifying characteristics of the project, including identification of the target country), to anyone outside the project or without a need to know about the information, whether within or outside of the Company. I understand and accept that by being granted access to sensitive projects and information, special confidence and trust is being placed in me by Creative Associates.

2. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of Creative Sensitive Information by me could cause damage or irreparable injury to the Company or could be used to advantage by outsiders, including competing organizations or even foreign nations. I hereby agree that I will never divulge such information to anyone unless: (a) I am fully satisfied that the recipient has been properly authorized by Creative Associates or the U.S. Government (or other client) to receive it, or (b) I have been given prior written notice of authorization from the Creative Associates manager with responsibility for the project that such disclosure is permitted. I understand that if I am uncertain about the sensitive status of information, or the status of the potential recipient of such information, I am required to confirm from an authorized official that the information is non-sensitive, or that the recipient is cleared to receive the information, before I may disclose it.
3. I have been advised that any breach of this Agreement may result in my removal from a position of special confidence and trust within the Company; or the termination of my employment or other relationship (e.g., consultancy) with Creative Associates.
4. I understand that Creative Associates may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement and recovery of damages including any unjust enrichment from my breach of this Agreement
5. I understand that all Creative Sensitive Information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of, Creative Associates unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all Creative Sensitive Information which has, or may come into, my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the Company; (b) upon the conclusion of my employment or other relationship (e.g., consultancy) with the Company. If I do not return such material upon request, I understand that this constitutes a *Per se*, automatic, violation of this Agreement.



6. Unless and until I am released in writing by an authorized representative of Creative Associates, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Creative Sensitive Information, and at all times thereafter.
7. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
8. Nothing in this Agreement shall be construed to supersede or diminish any other confidentiality provisions or client specific restrictions included in any other agreements between Consultant and Creative.
9. I have read this Agreement carefully and my questions, if any, have been answered.

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SIGNATURE

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DATE

---

ID NUMBER





## ATTACHMENT 6, PAST PERFORMANCE AND REFERENCE CHECK CONSENT FORM

### Past Performance

Document and summarize your proven track record of successfully implementing similar activities. Using the **table format provided below**, please list three or more relevant consultancies you have implemented within the past 3 years, a brief description of how each is relevant to this RFQ, and the contact details for each previous client. You may also include recommendation/appreciation letters and certificates as attachments.

Offerors with past performance with similar scopes, in the same geographic area and/or of similar scale to the activity described in this RFQ will be given weight in the selection process. Please note that offerors cannot be evaluated on information that they do not provide. For example, if an Offeror has current/past performance working with Creative, they cannot be positively evaluated on this experience unless it is provided in the Offeror's proposal.

#	(a) Activity Title	(b) Location(s) of activity	(c) Synopsis of the activity and its relevance to this RFQ	(d) Performance period (date, duration and if completed on schedule)	and Amount for the activity	(f) Name & Contact Info (E-mail and phone) of client
1						
2						
3						



**Reference Check Consent**

We want you to know that reference checking is an important part of Creative’s procurement process. In addition to contacting the persons you furnish to us as references, we may also contact other business associates, acquaintances and friends. We ask all references a series of questions about work experience, character, personal habits, educational background and personality. In some cases we may ask an outside firm to check references.

I voluntarily consent to allow Creative Associates International, Inc. or any of its officers, employees or agents to check my references by contacting any person whom they deem to be an appropriate reference. I understand that these questions may be about my personal or educational background, work experience, character and personality.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Specific reference instructions and requirements:**

References shall include the name, email address, phone number, current place of employment, organization where the referee worked with the offeror, and dates when the referee and offeror worked together.

**Reference 1:**

Name:

Email address:

Phone number:

Current place of employment:

Organization where the referee worked with the offeror:

Dates when the referee and offeror worked together:

**Reference 2:**

Name:

Email address:

Phone number:

Current place of employment:

Organization where the referee worked with the offeror:

Dates when the referee and offeror worked together:

**Reference 3:**

Name:

Email address:

Phone number:

Current place of employment:

Organization where the referee worked with the offeror:

Dates when the referee and offeror worked together:



**ATTACHMENT 7, USAID I420 (Biographical Data Sheet)**

**Attached separately**