



REQUEST FOR PROPOSALS

Scoping of Temporary Workers’ Demand in the U.S. for 2021 and 2022 and Feasibility Analysis for Temporary Workers Intermediation Services

RFP-2021-02

Under

Transforming Market Systems (TMS) Activity

Funded by

USAID

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Response to Questions:	April 22, 2021
Proposal Submission Deadline:	May 3, 2021 (17:00)

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I. INTRODUCTION

A. COMPANY BACKGROUND

Based in Washington, D.C., ACDI/VOCA is a nonprofit international development organization that delivers technical and management assistance in agribusiness, financial services, enterprise development, community development and food security in order to promote broad-based economic growth and a vibrant civil society. For more information, go to www.acdivoca.org.

B. PROGRAM BACKGROUND

The goal of the Transforming Market Systems (TMS) Activity, funded by the United States Agency for International Development (USAID), is to foster competitive, resilient, and inclusive market systems that provide increased economic opportunities that incorporate poor, marginalized Hondurans and reduce incentives to migrate. TMS applies a market systems development approach to tackle the root causes behind the vicious cycles that marginalize people and businesses and identifies leverage points that result in virtuous new ways of doing business and expand economic opportunities. This will result in sustainable increases in income, through more business sales and jobs for Hondurans, including marginalized populations, while building the foundation for broad-based, long-term economic growth.

II. PURPOSE

Established in 1986 as part of the Immigration Reform and Control Act, the H-2A and H2-B Visa Program allows U.S. employers to hire foreign guestworkers in temporary positions when there is a shortage of available U.S. workers to fill certain jobs. Under certain conditions, U.S. immigration law may allow a U.S. employer to file a Petition for a Nonimmigrant Worker with the U.S. Citizenship and Immigration Services (USCIS) on behalf of a prospective foreign national employee. The H-2 program contributes to reducing the number of foreigners working illegally in the United States.

The Government of Honduras (GOH), through the Ministry of Labor (MOL) and with the support of the U.S. Government through the U.S. Embassy in Honduras and USAID (through TMS), supported the launch of the Temporary Work Overseas Program (PTTE) within the MOL. The PTTE objective is to offer transparent, fair, and free connections between skilled Honduran candidates and U.S. employers for a variety of agricultural and non-agricultural seasonal work. However, since its launch in 2019, and particularly with the impact of the Covid-19 pandemic in 2020, the PTTE has not been able to position itself sufficiently on the radar of U.S. employers.

In 2019, the PTTE identified that there are large prospective U.S. employers for Honduran workers that are not being consistently engaged by Honduras in the States of Oklahoma, Texas, Arkansas, Louisiana, Missouri, Mississippi, Kentucky and Tennessee.

The first purpose of this RFP is to develop a scoping analysis of the demand for temporary workers in these and other areas in the United States that identifies prospective firms and their forecast of worker demands in 2021 and 2022, in order to connect this demand with the growing MOL database of more than 3,000 candidates for jobs related to agriculture, landscaping and groundskeeping, forestry, housekeeping and cleaning, amusement and recreation, construction, and other services.

On the other hand, the sustainability of the PTTE efforts to facilitate large scale connection of Honduran workers with U.S. employers depends on the services of other private sector actors that facilitate critical services in Honduras and in the U.S.

In Honduras, private sector companies wanting to be involved in labor intermediation for the PTTE should facilitate the promotion of the program in rural areas, negotiate special rates from hotels, airlines, and other services for temporary workers, as well as identify additional complementary alliances with banking and money transfer services to make the program more effective and sustainable for workers.

In the United States, to ensure that the admission of Honduran workers into the U.S. on a temporary basis will be conducted appropriately and is beneficial for U.S. companies without adversely affecting the job opportunities, wages, and working conditions of U.S. workers, private sector companies wanting to facilitate connection with employers need to be familiar and able to process requirements from the Department of Labor (DOL), Office of Foreign Labor Certification (OFLC), USCIS, Department of State (DOS), Migrant and Seasonal Agricultural Worker Protection Act (MSPA), the Immigration and Nationality Act (INA) (8 U.S.C. 1101 et seq.) and others related to H-2A and H-2B temporary labor certification.

The second purpose of this RFP is to develop a feasibility analysis that demonstrates that these services and activities are profitable and attractive for private sector actors in Honduras and the U.S.

A. SCOPE OF WORK

Identify, contact, and engage major U.S. seasonal employers, recruiters and other interested stakeholders who wish to employ foreign labor and project specific demands for 2021 and 2022 disaggregated by timeframe, geographic region, and type of labor. The PTTE will provide the consultant with all the pertinent information regarding the recruiting services provided for Honduran workers. The consultant must be well informed of all the benefits of the program and is expected to provide feedback to the PTTE regarding the existing and projected demand from U.S. employers as well as their specific needs and suggestions for the PTTE.

The consultant is expected to follow a methodological approach that supports the efforts to combat instances of fraud and abuse in connection with the policies and procedures in the foreign labor certification programs. The consultant is also expected to ensure that the employers identified and engaged comply with the requirements established in the Application for Temporary Employment Certification with DOL. The Interim Final Rule published by the Department of Labor governing these and other requirements may be found in <https://www.dol.gov/agencies/whd/fact-sheets>. H-2A Fact Sheets: [Section H-2A of the Immigration and Nationality Act \(INA\) \(For applications submitted on or after March 15, 2010\)](#). H-2B Fact Sheet - [General Overview of the H-2B Program](#)

The feasibility analysis must respond to one basic question: is the provision of labor intermediation and facilitation services for seasonal workers from Honduras feasible and profitable for private sector actors? The assessment must demonstrate the practicality of the proposed services that complement the role of the MOL and the PTTE. Based on the market projections of the first part,

the analysis shall provide sufficient data to inform a business Go/No Go decision for private sector actors in Honduras, in the U.S., or both.

B. DELIVERABLES

ACDI/VOCA expects to award a fixed price contract based on completion and approval of the following deliverables:

Deliverable	Amount (% of contract price)	Milestones	Estimated Due Date
1	10%	<p>Detailed work plan including methodology, schedule, prioritized actions, and key stakeholders.</p> <p>The workplan must also include, for approval, drafts of any promotional materials (fliers, briefers, presentations) to be used with prospective employers that outline a description of how the PTTE works, its benefits and expected results.</p>	June 15, 2021
2	25%	<p>Progress report No 1 describing:</p> <p>a) Part 1 of coordination efforts with the PTTE.</p> <p>b) Part 1 of coordination efforts with appropriate and relevant Honduran Consulates in the U.S.</p> <p>c) Part 1 of engagement with relevant stakeholders in the U.S. such as DOL, DOS, OFLC, and others.</p> <p>d) Engagement report with at least 20 prospective employers and/or recruiters in the States of Oklahoma, Texas, Arkansas, Louisiana, Missouri, Mississippi, Kentucky, Tennessee, and others.</p>	July 15, 2021
3	25%	<p>Progress report No 2 describing:</p> <p>a) Part 2 of coordination efforts with the PTTE.</p> <p>b) Part 2 of coordination efforts with appropriate and relevant Honduran Consulates in the U.S.</p> <p>c) Part 2 of engagement with relevant stakeholders in the U.S. such as DOL, DOS, OFLC, and others.</p> <p>d) Engagement report with at least 30 prospective employers and/or recruiters in the States of Oklahoma, Texas, Arkansas, Louisiana, Missouri, Mississippi, Kentucky, Tennessee, and others.</p>	August 15, 2021

Deliverable	Amount (% of contract price)	Milestones	Estimated Due Date
4	40%	<p>Final report containing:</p> <p>a) Projected demand for Honduran seasonal workers for 2021 and 2022 disaggregated by timeframe, geographic region, and type of labor.</p> <p>b) Database of prospective employers and recruiters engaged and analysis of their importance and relevance for the PTTE.</p> <p>c) Final recommendations for the PTTE to improve the quality and range of services offered.</p> <p>d) Final recommendations for Honduran Consular Offices in the U.S.</p> <p>e) Final recommendations for future engagement with U.S. stakeholders.</p> <p>f) Recommended strategy and timeline to connect employers identified with workers on the PTTE's database.</p> <p>g) Labor intermediation feasibility analysis containing at minimum, but not limited to:</p> <ul style="list-style-type: none"> • Market viability • Technical, legal, operational and scheduling feasibility • Financial viability • Competition analysis • Business plan • SWOT analysis 	September 20, 2021

All deliverables must be submitted to and approved by Sue Elen Chavez, Coordinator of TMS's Tourism and Creative Industries, in order to be paid.

III. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a Fixed Price Purchase/subcontract to an Offeror.

ACDI/VOCA will issue fixed payment(s) based on submission and ACDI/VOCA acceptance of deliverables. Once an award is issued, it will include a fixed price payment schedule with deliverables specified above. A copy of the purchase order terms and conditions are attached to this RFP for informational purposes.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. INSTRUCTIONS FOR PROPOSAL PREPARATION

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Each section will be evaluated according to the criteria for evaluations in Section V. Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offeror's risk. Interested Offerors must provide the following:

1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

Companies or individuals that offer strategic communications and skills to deliver advocacy and communications to better understand the needs, capacities and perceptions of key stakeholders and generate lasting alliances with our project partners in Honduras.

Below ACDI/VOCA details the expected information needed in the proposal:

1. Organization Overview: 1-page description of Contractor.
2. Capabilities Statement: 1 to 2-page description of relevant capacities and experiences.
3. Offeror understanding of the SOW: 1-page description explaining how the offeror will approach the requested services, as described in the SOW above.
4. Project Approach: a detailed proposal (no more than 5 pages) explaining how the firm intends to achieve the expectations set forth in Section II.
5. Samples of the two most recent success stories related to prior contracts performed by the consultant.
6. Description of relevant/similar tasks performed.

2. PROJECT STAFFING

Identify the project staffing and the percentage of time each will spend on this activity. Include no more than a half-page bio sketch for each individual considered essential for the successful implementation of this contract.

Also include level-of-effort and structure with appropriate justifications as part of the technical application.

The assignment will require travel to and stay in target project regions. All resources (travel, materials, etc.) should be arranged by Contractor. Please note that the deliverables that do not meet the management's expectations in terms of quality will not be accepted. A penalty will be imposed for late submission of final deliverables of 0.5% of the total value of the subcontract which will be accrued a daily basis.

3. COST PROPOSAL

Offerors will submit a proposed budget with their proposals in a separate electronic file labeled "Budget Proposal." The proposed budget should contain enough detail to allow evaluation of elements of costs proposed. Budgets should be submitted in the currency in which your organization is located and will be paid; **please label your budget with currency type.** ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

Offerors will also submit detailed budget notes accompanying their detailed budget. Proposals submitted without budget notes may not be evaluated.

Budget for the whole consultancy service will be presented in 3 parts. The first part will include the consultant cost [Fees, per diem for field (hotel, meals & incidentals), transportation (overseas & local), and overhead if applicable]. Second part should include costs for enumerators, which will be provided on a “per enumerator, per day” basis. The third part should present costs for supplies and logistics (for example, paper, photocopy costs, internet connectivity, equipment for anthropometric measurements, venue & food cost for any training).

Offerors should utilize the same format of the budget template presented in Appendix C. If the offeror has any questions regarding the format that should be utilized for the budget, they should contact the indicated individual in section IV.B.2 of this RFP by email no later than the question/inquiry submission deadline on the cover page of this RFP. Budgets that are presented with a different format may not be evaluated.

ACDI/VOCA cannot honor exchange rates included in a budget and payments will be made according to the exchange rate at the time of payment.

ACDI/VOCA expects that the total amount of this contract is \$18,000.

4. OTHER SERVICES PROVIDED

Offerors will furnish information regarding additional services they offer that would complement the services requested from the Scope of Work.

5. REFERENCES

Please include three (3) client references and contact information. References should have worked with your organization within the past two years preferable in connection with the countries or regions (and if possible, subject matter) applicable to this RFP.

B. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. The technical and price proposals shall be separately bound and identified as such (or sent via email). Each volume shall be clearly identified with the RFP number and the Offeror’s name.

All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP. Offerors must submit one (1) electronic version of the proposal via e-mail to:

ACDI/VOCA – Transforming Market Systems Activity	
To:	Contracts Department
E-mail:	propuestasTMS@acdivoca.org

Faxed offers are not acceptable.

2. All inquiries and requests for information regarding this RFP must be submitted by email to the following individuals no later than the question/inquiry submission deadline on the cover page of this RFP. Reference the RFP number in all questions/inquiries.

ACDI/VOCA – Transforming Market Systems Activity	
To:	Contracts Department
E-mail:	propuestasTMS@acdivoca.org

3. ACDI/VOCA will not compensate Offerors for their preparation of responses to this RFP.

V. CRITERIA FOR EVALUATION

ACDI/VOCA will evaluate proposals based on a best-value determination; Offerors should submit their most competitive price proposal. Proposals will be evaluated using the following criteria:

Proposals will be evaluated according to the following Criteria:

- i. Qualifications of the contractor, and demonstrated ability to achieve the expected results (30 points),
- ii. Cost competitiveness and value; clarity of budget presentation including thoroughness of the justification for each cost element, cost realism (30 points).
- iii. Technical approach and methodology (25 points),
- iv. Relevance of the firm or organization’s core capability/ skills base related to advocacy services (15 points)
- v. Other services provided by contractor that are relevant to the Scope of Work objective (5 additional points)

The evaluation committee will review the technical proposal based upon the technical criteria listed above. The cost proposals will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs and the cost-effectiveness of the budget and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to ACDI/VOCA.

VI. SOLICITATION PROCESS

Once the RFP is released, the Offerors must prepare a formal proposal to be sent to the contact person at ACDI/VOCA as indicated in Section IV (b) (1). The submitted proposals will be reviewed against the criteria for evaluation defined in Section V above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

VII. TERMS AND CONDITIONS

A. LATE SUBMISSIONS

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their quotations are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to ACDI/VOCA or its employees/agents, or if it is in the best interest of ACDI/VOCA.

B. MODIFICATION OF RFP REQUIREMENTS

ACDI/VOCA retains the right to terminate the RFP or modify the requirements at any time upon notification to Offerors.

C. WITHDRAWALS OF PROPOSALS

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative if the representative's identity is made known and the representative signs a receipt for the proposal before award.

D. RIGHT OF NEGOTIATION AND ACCEPTANCE OF PROPOSAL

This RFP represents a definition of requirements and is an invitation for submission of proposals. ACDI/VOCA reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

ACDI/VOCA may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFP. ACDI/VOCA may reserve the right to waive any minor discrepancies in a proposal.

ACDI/VOCA reserves the right to issue an award based on the initial evaluation of proposals without discussion. ACDI/VOCA also reserves the right to enter into best and final negotiations with any responsive Offerors for all or part of the proposed scope.

E. VALIDITY OF PROPOSAL

Proposals submitted shall remain open for acceptance for sixty (60) days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

F. MINIMUM OFFEROR QUALIFICATIONS

Offerors submitting proposals must (1) be able to receive USAID (U.S. Government) funds and (2) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Satisfactory records of performance history, integrity and business ethics
- DUNS Number
- SAMS.gov registration verification

G. INTELLECTUAL PROPERTY RIGHTS

All tangible or intangible property created or acquired under this contract shall be the exclusive property of ACDI/VOCA and the donor. The term "property" includes all data and reports associated with this engagement. Reference is made to Sections 12 and 13 in the business terms and conditions attached in Appendix A.

VIII. ATTACHMENTS

Appendix A: General Terms and Conditions

Appendix B: Technical Proposal Submission Sheet

Appendix C: Sample Budget Format

APPENDIX A. GENERAL TERMS AND CONDITIONS

GENERAL BUSINESS TERMS AND CONDITIONS

****These Terms and Conditions apply to all Purchase Orders****

1. Assignment. Vendor shall not assign, subcontract, or transfer all or any portion this Purchase Order or any of its obligations without the express, prior written permission of ACDI/VOCA.

2. Proprietary Information & Confidentiality. Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by ACDI/VOCA to be confidential and proprietary and shall not disclose any such information to any other person or use such information itself for any purpose other than that for which it was intended in completing this order, unless Vendor obtains written permission from ACDI/VOCA to do so. Vendor agrees to execute ACDI/VOCA's standard Non-Disclosure Agreement upon request.

3. Terms of Payment. Subject to any superseding terms on the face hereof, Vendor shall mail the invoice to the address listed in Box 6 of the Purchase Order and be paid upon completion/acceptance of the required supplies/services. **(A) TIMING OF PAYMENTS.** Vendor shall be paid, in the currency on the face of this Purchase Order, within thirty (30) days after ACDI/VOCA's receipt of an acceptable invoice and ACDI/VOCA's acceptance of the completed products/services in accordance with (B) "Inspection and Acceptance" below, together with any required documents. ACDI/VOCA is under no obligation to pay Vendor's invoices received later than 90 days after acceptance. Payment of Vendor invoices by ACDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Vendor may remain subject to ACDI/VOCA and/or government/Client audit and subsequent adjustment. Vendor agrees to reimburse ACDI/VOCA for any costs disallowed by Client. **(B) INSPECTION & ACCEPTANCE.** (1) Vendor shall work within professional standards covering the work and shall make such inspections as are deemed necessary to ensure Vendor compliance. (2) All deliveries shall be subject to final inspection by ACDI/VOCA. If deliverables or a service performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so, requested by ACDI/VOCA. Vendor shall provide immediate notice to ACDI/VOCA of any potential failure on the part of its suppliers to provide supplies/services required. Vendor is responsible for any deficiency on the part of its suppliers. Vendor shall be responsible for any costs of procurement as may be necessary for ACDI/VOCA to secure the supplies/services as a result of Vendor's inability to perform that exceed the agreed upon price herein. **(C) LATE DELIVERIES.** In addition to any remedies available to it in the event of late delivery, ACDI/VOCA may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the total value of the Purchase Order.

4. Performance. All services are to be performed to the satisfaction of ACDI/VOCA. If stated in the scope of work, time is of the essence with respect to the performance. ACDI/VOCA shall not be billed at prices higher than those stated in this Purchase Order. ACDI/VOCA shall have no obligation to pay Vendor more than the fixed price or ceiling price stated on the face of this Purchase Order.

5. Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided shall, unless otherwise provided herein, pass from Vendor to ACDI/VOCA upon acceptance of such product/service by ACDI/VOCA.

6. Force Majeure. Any non-performance or delay in performance of any obligation of either party under this Purchase Order may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Vendor's suppliers or any labor disruption affecting Vendor specifically, and not Vendor's industry generally, constitute Force Majeure for Vendor. If Vendor is affected by Force Majeure, it will (i) promptly provide notice to ACDI/VOCA, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on ACDI/VOCA, including sourcing substitute providers of services from the market, at Vendor's expense, in order to meet ACDI/VOCA's required completion dates.

7. Warranty. Vendor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Vendor agrees to pass on all manufacturers' warranties to ACDI/VOCA. To the extent that ACDI/VOCA is held financially responsible for any deficiencies in the services performed by the Vendor, the Vendor agrees to cure such deficiencies at the sole cost to the Vendor. Vendor agrees to deliver/provide the products/services which are the subject-matter of this Purchase Order to ACDI/VOCA free and clear of all liens, claims, and encumbrances. Vendor represents and warrants to ACDI/VOCA that: (i) it has no conflict of interest with respect to the Services to be performed for ACDI/VOCA under this Purchase Order; (ii) it has not entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to ACDI/VOCA; and (b) performing any other obligation under this Purchase Order; (iii) it will not enter into any such agreement, or execute any documents, which will create a conflict of interest or which will prevent it from freely performing any obligation under this Purchase Order; and (iv) it will not knowingly incorporate confidential information of any person or entity not a party to this Purchase Order into any materials furnished to ACDI/VOCA without prior written notice to ACDI/VOCA. Vendor further represents and warrants to ACDI/VOCA as follows: (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of ACDI/VOCA in return for or in connection with the award of this Purchase Order; (ii) the Vendor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Purchase Order or any other person, which behavior could have had the effect of lessening competition for the award of this Purchase Order or of raising the price of the Deliverables or the Services procured; and (iii) all statements of material fact contained in any proposal,

response, certification, or questionnaire submitted by Vendor or any of its representatives in connection with the solicitation, award or negotiation of this Purchase Order were true and complete when made.

8. Compliance with Law. Vendor's 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. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended, E.O. 11246, "Equal Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", the Copeland "Anti-Kickback" Act (18USC874 and 40USC276c and 18USC874 as supplemented by Department of Labor regulations at 29CFRpart 3, the Davis-Bacon Act, as amended (40USC276a-a7) and as supplemented by Department of Labor at 29CFRpart 5, the Contract Work Hours and Safety Standards Act (40USC327-333), and the Byrd Anti-Lobbying Amendment (31USC1352). Unless otherwise agreed, governing law shall be that of the District of Columbia.

9. Suspension and Termination. ACDI/VOCA shall retain the right to direct Vendor to stop work ("Suspension") 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 Vendor may continue work absent direction to do so or a notice of termination at their own risk. Under no circumstances shall Vendor receive more than the original value of this Purchase Order. "Termination": ACDI/VOCA reserves the right to terminate this Purchase Order when: 1. deemed in the best interests of its client; or 2. if the Vendor defaults in performing this Purchase Order and fails to cure the default within 10 days after receiving a notice specifying the default. ACDI/VOCA shall be liable only for payment under the payment provisions of this Purchase Order for services/deliverables completed and accepted before the effective date of termination. Payments for partial deliverables shall not be made unless explicitly authorized by ACDI/VOCA in the Termination Letter. This paragraph shall not limit any legal rights to cancel this Purchase Order without further liability for articles not accepted by ACDI/VOCA. This Purchase Order may be terminated at any time in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it or is subject to any Suspension/Debarment or other action by the USG. Vendor may be liable to reimburse ACDI/VOCA should ACDI/VOCA incur any additional costs as a direct result of such default termination.

10. Insurance & Work on ACDI/VOCA's or ACDI/VOCA Client Premises. Vendor agrees to maintain the adequate insurance coverage against claims arising from injuries sustained by Vendor on ACDI/VOCA's facilities and agrees to be liable for all damages & claims arising against ACDI/VOCA for which the Vendor is responsible. Vendor will maintain a comprehensive general liability insurance policy in the amount of at least \$500,000 per occurrence or the standard, local business practice. Purchase Orders which require performance outside the United States shall contain a provision requiring Worker's Compensation Insurance. The Vendor should refer questions on this subject to the ACDI/VOCA representative named above in Block 6.

11. Independent Relationship. Vendor agrees that its relationship with ACDI/VOCA is that of an independent contractor and nothing in this Purchase Order shall be construed as creating any other relationship. As such, Vendor shall comply with all applicable laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to: compliance with all applicable laws, responsibility for all applicable taxes including VAT, income taxes, social security payments and other such taxes that might occur, licenses, fees, insurance, etc. Neither the vendor nor anyone employed by it shall be, represent, act or be deemed to be an agent, representative or employee of ACDI/VOCA.

12. Rights in Intellectual Property. Vendor acknowledges that all Deliverables and work product produced by Vendor, whether alone or jointly with others, in connection with or pursuant to the Vendor's performance under this Purchase Order shall be the sole and exclusive property of ACDI/VOCA. This includes all writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to ACDI/VOCA shall be considered a work made for hire, or otherwise ACDI/VOCA property. Vendor hereby assigns and agrees to assign to ACDI/VOCA all of its respective rights, title and interest in such Deliverables and work product, including without limitation all patents and patent rights and all applications for registration of the same, and, upon being reduced to a tangible form, all copyrights therein. To the greatest extent permissible under U.S. copyright laws, each copyrightable element of the property and work product first produced shall be a "work made for hire" in favor of ACDI/VOCA. For items and material of Vendor existing prior to or produced outside this Purchase Order, and incorporated into Deliverables or work product delivered or produced pursuant to this Purchase Order, Vendor hereby grants and agrees to grant to ACDI/VOCA an irrevocable, non-exclusive, fully transferable and sublicensable, royalty-free license to make, use, sell, copy, publish, perform, display, and prepare derivative works from such items and material in connection with ACDI/VOCA's beneficial use, enjoyment and disposition of such property and work product. Vendor agrees to execute such documents of assignment or take such other action as ACDI/VOCA may reasonably request to evidence, perfect, or effect the transfer, recordation or protection of rights assigned or licensed.

13. Rights in Data. The Vendor understands and agrees that ACDI/VOCA may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize the work and material of this Purchase Order.

14. Indemnification. The Vendor shall indemnify and hold harmless each of ACDI/VOCA and its directors, officers, employees, and agents from and against all claims, liabilities, losses, suits, costs, damages, and expenses, including reasonable attorneys' fees and litigation expenses, that ACDI/VOCA may sustain by reason of Vendor's negligent or unlawful actions in connection with its performance under this Purchase Order, or a breach of any of Vendor's warranties contained herein.

15. Claims and Disputes. In the event of any dispute, a claim by the Vendor must be made in writing and submitted to the ACDI/VOCA Vice President of Quality and Compliance for a written decision. A claim by the Vendor is subject to a written decision by the Vice President of Contracts and Grants, who shall render a decision within 60 days of receipt of the Vendor's claim. If an equitable resolution

cannot be resolved, both Parties agree to settlement by arbitration in accordance with the regulations of the American Arbitration Association in the District of Columbia, USA. The non-prevailing Party (as determined by the arbitrator) in the arbitration shall pay all of the associated costs, expenses, and attorney's fees in connection with the arbitration and the cost of the arbitrator and any accountants or advisors which the Parties agree to employ for the benefit of the arbitrator. The Subcontractor will proceed with performance of this Purchase Order pending final resolution of any claim.

16. Changes. ACDI/VOCA may - with the consent of the Subcontractor - make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subcontract scope of services. ACDI/VOCA may make unilateral changes, with prior written notice to the Subcontractor, to this Purchase Order by written order issued by ACDI/VOCA where required in writing by the Client. If any change causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ACDI/VOCA shall make an equitable adjustment and modify in writing the Subcontract as applicable. Any claim by Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ACDI/VOCA's Prime Contracting Officer or designee within thirty (30) calendar days from the date of receipt by Subcontractor of the written change authorization from ACDI/VOCA or within such extension of that 30-day period as ACDI/VOCA, in its sole discretion, may grant in writing at Subcontractor's request prior to expiration of said period. The Subcontractor will not proceed with any changes unless notified to proceed in writing by the Prime Contracting Officer.

17. Certifications. Vendor certifies by acceptance of this agreement that (i) neither it nor its principals is 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) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury or UN Security Council Committee 1267 sanctions list; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: www.sam.gov; <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; and http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Vendor may not charge under this Purchase Order any item which has a source/origin from any restricted countries or prohibited sources, as designated by the U.S. State Department. Further, ACDI/VOCA shall not issue purchase orders to entities with a source or nationality of: Cuba, Iran, Libya, North Korea, and Syria; and (viii) Vendor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Purchase Order. Any such practice will be grounds for terminating or rescinding the award of this Purchase Order, in addition to any other remedies that may be available to ACDI/VOCA in such event. Violation of any of these certifications is considered a material defect and will lead to the termination of this Purchase Order.

18. Severability. If any provision of this Purchase Order is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of ACDI/VOCA without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

19. Order of Precedence. The rights and obligations of both Parties shall be subject to and governed by the following documents in order listed: (a) the cover page of this Purchase Order; (b) the Business Terms and Conditions of this Purchase Order; (c) any Attachments to this Purchase Order; (d) the Client award noted at Block 9; (e) the Federal Terms and Conditions of this Purchase Order. Any conflict occurring among these documents will be resolved in the stated order of precedence.

20. Compliance with Foreign Corrupt Practices Act. By accepting and implementing the terms of this agreement with ACDI/VOCA the awardee and/or contractor certifies that neither it, nor any of its affiliates, partners, owners, officers, directors, employees, and agents have paid, offered, promised to pay or authorized payment of, and will not pay, offer, promise to pay, or authorize payment of, directly or indirectly, any monies or anything of value to any government official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government for the benefit of ACDI/VOCA or the programs it implements. Further, the awardee and/or contractor agrees to report any suspected improper payment or activity to the ACDI/VOCA Chief of Party or through the ACDI/VOCA Ethics Hotline <https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html>

THE FOLLOWING CLAUSE APPLIES ONLY TO PURCHASE ORDERS IN WHICH WORK WILL BE PERFORMED IN WHOLE OR PART IN THE U.S.

21. Anti-discrimination. Veterans Rule: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans."

Disability Rule: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."

THIS CLAUSE APPLIES TO PURCHASE ORDERS THAT EXCEED \$150,000

22. Access to Records. If this Purchase Order is a negotiated Purchase Order, ACDI/VOCA, US government donor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any records of the contractor which are directly pertinent to this Purchase Order for the purpose of an audit or examination.

The following tables of Terms & Conditions Apply to Purchase Orders under U.S. Government Prime Contracts Only

FEDERAL TERMS AND CONDITIONS

This agreement is issued under a U.S. Government Prime Contract. Applicable clauses set forth below are incorporated by reference into this agreement with the same force and effect as if they were set forth in full. A full copy of each clause may be obtained from the ACDI/VOCA Compliance Department. The term FAR means Federal Acquisition Regulation, effective as of January 1, 2014. The terms, "Contractor," "Government" and "Contracting Officer" as used in these clauses shall refer to the Vendor, ACDI/VOCA, and the ACDI/VOCA Compliance Administrator, respectively. This agreement is between Vendor and ACDI/VOCA only and shall not be construed in any way to create a contractual relationship between Vendor and the U.S. Government. The Vendor shall not appeal directly to the U.S. Government without the written consent/concurrence of the ACDI/VOCA Contract Administrator.

THESE CLAUSES AND STANDARD BUSINESS TERMS AND CONDITIONS APPLY TO ALL CONTRACTS			
CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Definitions		Combatting Trafficking in Persons	
Restriction on Subcontractor Sales to the Government	52.202-1	Privacy Act Notification	52.222.50
Anti-Kickback Procedures	52.203-7	Restrictions on Certain Foreign Purchases	52.224-1
Taxpayer Identification	52.203-52.204-3		52.225-13
Data Universal Numbering System (DUNS)	52.204-6	Patent Rights – Acquisition by the Government	
Annual Representations & Certifications	52.204-8	Rights in Data – Special Works	
Protecting Government’s Interest When Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment	52.209-6	Payments Under Time & Materials/Labor Hour Contracts	52.227-13
		Disputes, Alternate I	52.227-17
		Restrictions on Severance Payments to Foreign Nationals	52.232-7
Material Requirements	52.211-5	Stop Work Order, Alternate I	52.233-1
Liquidated Damages (1% of Contract Value/Day)	52.211-11	Government Delay of Work	52.237-8
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.213-4	Changes-Fixed Price	52.242-15
Order of Precedence		Subcontracts	52.242-17
Convict Labor (U.S. POs only)	52.215-8	Inspection of Supplies – Fixed Price	
Child Labor- Cooperation with Authorities and Remedies	52.222-3	Contractor Liability for Personal Injury and/or Property Damage (applies only to POs for transportation services)	52.243-1
Walsh-Healy Act	52.222-19	Contract Not Affected by Oral Agreement	52.244-2
Prohibition of Segregated Facilities	52.222-20	Preference for U.S.-Flag Air Carriers	
Affirmative Action Compliance Equal Opportunity	52.222-21	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-21
Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans	52.222-25	Termination for Convenience of the Government (Fixed Price)	52.247-27
(for POs over \$100,000 only)	52.222-26	Termination (Cost Reimbursement) (for any cost reimbursable elements)	52.247-63
Affirmative Action for Workers with Disabilities			52.247-64
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	52.222-35		52.249-2
	52.222-36		52.249-6
	52.222-37		

THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES			
CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Service Contract Act		Inspection of Services – Fixed Price	
Changes – Fixed Price Services, Alternate II	52.222-41	Inspection – Time & Materials/Labor Hours	52.246-4
Changes – Time & Materials/Labor Hours	52.243-1	HBCU and Minority Institution Representations	52.246-6
	52.243-3		52.226-2
THESE FAR CLAUSES APPLY TO CONTRACTS \$150,000 AND ABOVE			
CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Certificate of Independent Price Determination		Payment for Overtime Premiums	
Gratuities	52.203-2	Drug-Free Workplace	52.222-2
Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	52.203-3	Authorization and Consent	52.223-6
Price or Fee Adjustment for Illegal or Improper Activity	52.203-8	Notice and Assistance Regarding Patent & Copyright Infringement	52.227-1
Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	52.203-10	Federal, State, and Local Taxes	52.227-2
Limitation on Payments to Influence Certain Federal Transactions	52.203-11	Federal, State, and Local Taxes	52.229-3
Printed or Copied Double-Sided on Recycled Paper	52.203-12	Interest	52.229-6
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.204-4	Stop-Work Order	52.232-17
Responsibility Matters	52.209-5	Competition in Subcontracting	52.242-15
Updates of Information Regarding Responsibility Matters	52.209-7	Contractor Inspection Requirements	52.244-5
Audit and Records – Negotiation	52.209-9	Limitation of Liability	52.246-1
Integrity of Unit Prices	52.215-2	Limitation of Liability – Services	52.246-23
Price Re-determination – Retroactive	52.215-14	Termination of Convenience for the Government (Fixed Price-SF)	52.246-25
	52.216-6	Default (Fixed-Price Supply and Service)	52.249-1
			52.249-8
THESE CLAUSES APPLY TO USAID CONTRACTS			
CLAUSE TITLE	AIDAR CITE	CLAUSE TITLE	AIDAR CITE
Organizational Conflicts of Interest After Award	752.209-71	Marking	752.7009
Language and Measurement	752.211-70	Family Planning and Population Assistance Activities	752.7016
Source, Origin and Nationality (See AAPD 12-03)	752.225-70	Health and Accident Insurance for AID Participant Trainees	752.7018
Local Procurement	752.225-71	Conflicts Between Contract and Catalog	752.7022
Insurance – Liability to Third Persons	752.228-07	Required Visa Form for AID Participants	752.7023
Salary Supplements for Host Government Employees	752.231-71	Approvals	752.7025
Government Property – USAID Reporting Requirements Title to and Care of Property	752.245-70	Personnel	752.7027
	752.245-71	Acknowledgement and Disclaimer	752.7034
		Public Notices	752.7035

APPENDIX B. TECHNICAL PROPOSAL SUBMISSION SHEET

(Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this RFP prevail over any attachments. (If your proposal is not authorized, it may be rejected.)

Date of Technical Proposal:	
RFP Number:	
RFP Title:	

We offer to provide the goods/services described in the Scope of Work, in accordance with the terms and conditions stated in Request for Proposal referenced above. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified.

The validity period of our proposal is XX days/weeks/months from the time and date of the submission deadline.

TYPE OF BUSINESS/INSTITUTION (CHECK ALL THAT APPLY)

Offeror certifies that it is: Non-U.S. Owned/Operated Government Owned/Operated

(If Non-U.S. Owned/Operated is selected, continue to Anti-Terrorism Certification)

OR FOR US ORGANIZATIONS ONLY:

- Nonprofit For-Profit Government Owned/Operated
- Large Business Small Business College or University
- Women Owned Small and Disadvantaged Business

ANTI-TERRORISM CERTIFICATION

The Offeror, to the best of its current knowledge, did not provide, within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The Offeror also verifies that it does not appear on 1) the website of the Excluded Party List: www.epls.gov or 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"): <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>.

The undersigned declares s/he is authorized to sign on behalf of the company listed below and to bind the company to all conditions and provisions stated in the original RFP document including attachments from ACDI/VOCA.

Proposal Authorized By:

Signature: _____ Name: _____
 Position: _____ Date: _____
 Address: _____
 DUNS No.: _____