



**REQUEST FOR PROPOSAL (RFP)**  
**No. RFP-2022-07**

“Development of the Air Connectivity Strategy for the Leisure markets in Honduras”

**Under**  
Transforming Market Systems (TMS) Activity

**Funded By**  
USAID

<b>RFP Release Date:</b>	July 7, 2022
<b>Question/ Inquiry Submission Deadline:</b>	July 21, 2022
<b>Proposal Submission Deadline:</b>	August 4, 2022
<b>Performance Period:</b>	August 15, 2022 to December 14, 2022

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## I. INTRODUCTION

### A. COMPANY BACKGROUND

ACDI/VOCA, based in Washington, D.C., is a nonprofit international development organization that provides technical and management assistance in agribusiness, financial services, enterprise development and food security to promote economic growth and ensure a vibrant civil society. For more information about ACDI/VOCA, visit [www.acdivoca.org](http://www.acdivoca.org).

### B. PROGRAM BACKGROUND

ACDI/VOCA is implementing the Transforming Market Systems (TMS) Activity of the United States Agency for International Development (USAID). The purpose of TMS is to promote competitive, resilient, and inclusive market systems that provide greater economic opportunities to incorporate vulnerable populations to reduce incentives to migrate.

TMS applies a systems development approach to address the root causes behind the vicious circles that marginalize people and businesses and identifies leverage points that lead to new virtuous ways of doing business and improved economic opportunities. This will result in a sustainable increase in income, through more business, more sales and more jobs for Hondurans, while contributing to building broad-based, long-term economic growth.

The program carries out activities in five components:

1. Value Added Agriculture: Boosting the strengths already present in Honduras to generate long-term economic growth in value chains selected for their high potential to generate jobs.
2. Tourism and Creative Industries: Overcoming the underlying limitations in the development of the tourism sector in Honduras by leveraging the leadership potential of the private sector to become an agent of change in partnership with the public sector at the national, departmental and local destination levels.
3. Entrepreneurship: Contribute to the economic and social growth of Honduras, understanding that MSMEs are the major generators of employment, expansion of market segments, increased production of goods and services and dynamism in the communities where they operate.
4. Business Enabling Environment: Support state modernization strategies and strengthen the capacity of private sector organizations to assume a leadership role in the evaluation, design, and promotion of business-friendly policies.
5. Labor Intermediation: Connect public and private training with employers to align the services offered with the demand for employment in the formal sector and improve linkage systems between workers and potential employers.

## II. PURPOSE

Honduras is the only country in Central America with four international airports; however, it does not have a well-defined air connectivity strategy to stimulate the arrival of new segments of travelers that would allow for the comprehensive development of tourism in priority destinations.

The air transportation industry supported US\$254 million, and expenditures by foreign tourists supported another US\$490 million in gross value added to the country's GDP. Airlines, airport operators, airport operating companies, aeronautical production companies, and air navigation service providers employ 1,900 people in Honduras. In addition to the above, by procuring goods and services from local suppliers, the aviation sector supported an additional 11,900 jobs (Oxford Economics, 2018)

Compared to the rest of the Central American countries, Honduras has one of the lowest shares of international seats, Guatemala doubles Honduras' supply, as does El Salvador.

The analysis of Liberalization and Integration of the Air Transport Sector in Central America prepared by the World Bank in 2021, indicates that Honduras presents a volume of traffic originating in the territory of 2.3 million passengers in 2019. Two airlines lead the supply of international seats in the country, representing a combined 43%. Additionally, more than 80% of intra-regional air traffic in Honduras is also concentrated in two airlines.

Among the findings of the Air Connectivity Task Force of the PDIA Training Program-Center for International Development at Harvard University in 2019 regarding the obstacles to air connectivity in Honduras are the following:

- Lack of an institution to oversee the country's aerial connectivity strategy.
- There is an air connectivity/attraction office in every tourism office in the region except Honduras.
- Low aviation incentives.
- Lack of communication channels between the institutions interested in and involved in the matter.
- There is no budget allocated for the promotion and development of the airline industry.
- Tourism and Civil Aeronautics Authorities' budgets are the lowest in Central America.

Of the 10 countries with the largest aviation markets in terms of passengers, Honduras only has direct connections to two of them (USA and Spain).

As of 2019, the Ramón Villeda Morales International Airport of San Pedro Sula (SAP), concentrated 56% of the country's international seats, leading tourist routes and circuits that are marketed to the international public.

As of May 2022, Honduras has 14 domestic and 27 international flights. However, no international intraregional route exceeds the threshold of 100 passengers per day.

**General objective:**

- To develop an air connectivity strategy that contributes to determine the potential unsatisfied demand of travelers in the US market and determine strategies to capture that demand either by expanding, improving direct routes to Honduras or by attracting new airlines. Indirectly, the objective is to contribute to an increase in tourist arrivals and to provide Hondurans living abroad with direct access to their destinations of origin.

**Specific objectives:**

- Analyze the current infrastructure and services of Honduras' international airports to determine the viability of the entry of new airlines, aircraft and/or routes considering their operational needs.
- Determine the unsatisfied demand of travelers. Currently most of the travelers' influx to Honduras comes from the states of Texas, Florida, New York, and California, therefore the influx analysis of these states should be prioritized, identifying the city of residence of these travelers, in order to determine their point of origin.
- Analyze current air traffic, airlines and routes operating in the aforementioned states to determine their potential for expansion or improvement, for example, by proposing options with more direct routes that are better suited to the leisure traveler.
- Establish, based on the analyses carried out as well as on the country's tourism products, the potential traveler markets that can be attracted by expanding the country's air routes, both geographically and in terms of travel motivation.
- Analyze potential for expansion based on logistics and cargo air services for the identified routes.
- Define airlines that can be attracted and potential routes for expansion or improvement in Honduras.
- Establish a strategy or action plan to be implemented to attract new airlines and expand routes based on the above-mentioned analyses.

**Indirect objectives:**

- Through air connectivity, contribute to the increase in demand for nature and adventure tourism products, as well as sun and beach tourism.
- Empowerment of national public and private tourism entities in the integral development of the destination through air connectivity.
- Directly contribute to the development and facilitation of agro-industrial product exports to priority markets.

## A. SCOPE OF WORK

The connectivity strategy should be based on the potential of destinations to attract certain market segments, whether geographic or linked to their travel motivations. The result of the analyses to be carried out should provide recommendations for air routes with expansion potential and airlines that can be attracted to the country, taking into consideration the airport infrastructure and services offered by the country, as well as the potential for domestic and international demand based on the consumer segments of the country's tourism products through secondary sources of information.

Traffic is the response to the market's needs, and exists independently of the airport infrastructure; however, recommendations are to be including regarding necessary investments in airport terminals to offer the required level of service to users (passengers and airlines) considering the segments of travelers to be attracted.

The demand research and analysis, data from passenger catchment areas to Honduras, and logistics and cargo services, can be obtained from secondary sources of information and should be focused on the United States, analyzing the flow of travelers with emphasis on the airports of departure located in the states of Texas, Florida, New York and California, considering the following aspects:

- Direct and indirect market data for Honduras, considering its 4 international airports, for the states of Texas, Florida, New York, and California.
- Review of the current carriers that provide services to the region and those in the aforementioned source markets, identifying routes and carriers that Honduras does not currently serve, and that could be attracted.
- Passenger mobilizations to Honduras, assessing the air traffic evolution from the current markets and the average number of seats per trip.
- Current and potential demand for logistics and cargo air services that could contribute to the viability of the routes.
- A review of Honduras tourism data - evolution of visitor arrivals, sales channels, structure of the tourism offer.
- For the business market, review of economic and commercial links between cities.
- As part of the demand analysis, we seek to determine the true O&D and city of residence of travelers, i.e. those cities from which sustained and incremental traffic to Honduras could be generated, as well as indirect destinations that can be accessed with one or two stops, especially if layovers exceed 4 hours.
- Expansion strategies and fleet backlog of the major airlines serving the region to assess opportunities for opening flights to Honduras.
- Average fare analysis for main routes, direct and indirect.
- Revenue Passenger Mile (RPM) analysis.

Other aspects to consider:

- Tourism products of Honduras and the profile of travelers visiting the country.
- Economic outlook of the country.
- Air cargo growth potential.
- Cities of residence of Hondurans abroad.
- Travel market structure in competitor countries (e.g. El Salvador, Guatemala and Costa Rica), e.g. airlines operating in these countries, flight frequencies and average fares.
- Perceptions of the airlines currently operating in the country.

Once the routes and targeted airlines have been determined, the necessary investments in airports to comply with the regulations required by the aircraft/markets should be established (if applicable).

Deliverables:

- Findings and conclusions of the demand analysis, data on passenger catchment areas to Honduras, logistics and cargo services.
- List of new connections with potential market for expansion or improvement of routes, estimating the potential volume of weekly passengers.
- List of airlines that do not operate to Honduras and that could be approached considering their customer profile (destinations sought), average fares, and operational requirements.
- Current connections with improvement opportunities, reducing or eliminating stopovers, especially those longer than 4 hours.
- Recommendations: improvement to infrastructure/services, incentive plans to be offered.
- Roadmap for the implementation of the connectivity strategy, identifying and establishing an implementation route to stimulate the entry or expansion of commercial airlines that due to the characteristics of the destination have potential to include Honduras in their routes in the near future, with competitive air fares. The plan should also suggest the governance framework for the strategy

All deliverables must include a copy in Spanish in case they are drafted in English.

## B. TABLE OF DELIVERABLES

<b>Deliverable</b>	<b>Description of deliverable</b>	<b>Date</b>	<b>Amount payable</b>
1	Work plan and schedule	September 2, 2022	10% of total amount
2	Research findings and conclusions of the demand analysis, data from passenger catchment areas to Honduras and logistics and cargo services.	October 7, 2022	30% of total amount
3	i. List of new connections with potential market for expansion or improvement of routes, estimating the potential volume of weekly passengers.	November 7, 2022	40% of total amount

	<ul style="list-style-type: none"> <li>ii. List of airlines that do not operate to Honduras and that could be approached considering their customer profile (destinations sought), average fares, and operational requirements.</li> <li>iii. Current connections with improvement opportunities, reducing or eliminating stopovers, especially those longer than 4 hours.</li> </ul>		
4	<ul style="list-style-type: none"> <li>i. Recommendations: improvement to infrastructure/services, incentive plans to be offered.</li> <li>ii. Roadmap for the implementation of the connectivity strategy, identifying and establishing an implementation route to stimulate the entry or expansion of commercial airlines that due to the characteristics of the destination have potential to include Honduras in their routes in the near future, with competitive air fares. The plan should also suggest the governance framework for the strategy</li> </ul>	December 5, 2022	20% of total amount
<b>Total</b>			<b>100%</b>

### III. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a Fixed Price type 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 (Appendix A) 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

The technical proposal shall include the following information:

- a) Completed and signed technical proposal submission form found in Appendix B of this RFP.
- b) Presentation of the detailed description of the methodology to be implemented.
- c) Work plan must include the tools and platforms to be used to extract the requested information.
- d) Implementation Schedule
- e) Brief description of technical capacity and experience in the following aspects:
  - 1. Company specialized in consulting for route developing and air commercialization preferably with experience in emerging tourist destinations, with specialized tools to measure passenger flow in international airports around the world.
  - 2. The consulting experts designated should have proven experience with airlines, airports and/or destination management organizations.

#### 2. COST PROPOSAL

The economic proposal shall contain the following information:

- a) Detailed expenditure budget (using the format of Annex C of this RFP).
- b) Notes to the budget detailing the origin and reasonableness of the expenses included.

c) Documentation described in section VII letter F.

ACDI/VOCA reserves the right to request additional information to support the cost and detailed pricing.

## B. INSTRUCCIONES PARA LA PRESENTACIÓN DE UNA PROPUESTA

1. Bidders must send their questions and proposals to the following email address: [propuestasTMS@acdivoca.org](mailto:propuestasTMS@acdivoca.org) no later than the submission deadlines stipulated on the cover of this RFP.
2. When asking questions or submitting proposals, bidders must place in the subject of the email the number of this RFP and the name of the offeror.
3. Technical and economic proposals should be submitted in separate files and identified as such.
4. Bidders will not receive compensation from ACDI/VOCA for the preparation and submission of proposals in response to this RFP.

## V. CRITERIA FOR EVALUATION

Proposals will be evaluated according to the following criteria:

No.	Evaluation Criteria	Points%
1	Proven experience in the use of aviation technologies tools for air connectivity with a minimum of 7 years in Honduras or North America.	30%
2	Presentation of previous work with airports conducted in other tourist destinations.	30%
3	Experience working with the planning and sales areas of Latin American passenger and cargo airlines.	40%
<b>Total</b>		<b>100%</b>

The Evaluation Committee will evaluate the proposals based on the determination of best value for CIDA/VOCA. Bidders must include in their proposal their most competitive price. The expenses included in the proposal will be reviewed to ensure that they are eligible, reasonable, and attributable according to the scope of the consultancy, and that they do not contain arithmetic errors.

The contract will be awarded to the bidder who demonstrates responsibility, whose proposal covers the instructions of the RFP and is considered most advantageous for ACDI/VOCA.

## VI. SOLICITATION PROCESS

After disclosing the RFP, bidders must prepare and submit a formal proposal to CIDA/VOCA, as indicated in this RFP. Submitted proposals will be evaluated according to the criteria defined in Section V and classified for their ability to meet the requirements included in this RFP document. An offeror will be selected and notified of such. A formal contract will be negotiated with the selected bidder and, if confirmed, the bidder will initiate project activities.

## VII. TERMS AND CONDITIONS

### A. LATE SUBMISSIONS

All proposals received after the deadline indicated on the RFP cover will be discarded. It is the responsibility of the bidders to ensure that their quotes are received in accordance with the instructions detailed in this document. The exception to that rule are proposals that are received after the deadline due to an error by ACDI/VOCA or its employees or officials, or when a proposal is convenient for ACDI/VOCA.

### B. MODIFICATION OF RFP REQUIREMENT

ACDI/VOCA reserves the right to terminate the RFP or modify its requirements without prior notification to the bidders. All modifications will be published on the relevant websites for the knowledge of all bidders and interested parties, so we encourage you to be aware.

## 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 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 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 QUALIFICATION

The bidder must submit as part of its proposal the following legal documents:

- a) Honduran Companies:
  - a. Legal deed of incorporation or legal personality.
  - b. National Tax Registry (RTN).
  - c. Valid operating permit.
  - d. Current legal representation.
  - e. National Tax Registry (RTN) of the legal representative.
  - f. Identity or National Identification Document (DNI) of the legal representative.
  - g. Invoice in accordance with the current Billing Regime.
- b) Foreign companies:
  - a. Documentation to verify the license (e.g., tax ID, registration certificate, etc.)
  - b. Demonstration of proper management and financial resources to execute the contract.
  - c. Satisfactory records of performance history, integrity, and business ethics.

## 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

- Anexo A: Purchase Order General Terms and Conditions
- Anexo B: Technical Proposal Submission Sheet
- Anexo C: Sample Budget Format



**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 insure 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. ACIDI/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": ACIDI/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. ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/VOCA should ACIDI/VOCA incur any additional costs as a direct result of such default termination.

10. Insurance & Work on ACIDI/VOCA's or ACIDI/VOCA Client Premises. Vendor agrees to maintain the adequate insurance coverage against claims arising from injuries sustained by Vendor on ACIDI/VOCA's facilities and agrees to be liable for all damages & claims arising against ACIDI/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 ACIDI/VOCA representative named above in Block 6.

11. Independent Relationship. Vendor agrees that its relationship with ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/VOCA shall be considered a work made for hire, or otherwise ACIDI/VOCA property. Vendor hereby assigns and agrees to assign to ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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.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](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, ACIDI/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 ACIDI/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, ACIDI/VOCA, and the ACIDI/VOCA Compliance Administrator, respectively. This agreement is between Vendor and ACIDI/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 ACIDI/VOCA Contract Administrator.

**THESE CLAUSES AND STANDARD BUSINESS TERMS AND CONDITIONS APPLY TO ALL CONTRACTS**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
Definitions		Combatting Trafficking in Persons	
Restriction on Subcontractor Sales to the Government	52.202-1	Privacy Act Notification	52.222-50
Anti-Kickback Procedures	52.203-6	Restrictions on Certain Foreign Purchases	52.224-1
Taxpayer Identification	52.203-		52.225-13
Data Universal Numbering System (DUNS)	52.204-3		
Annual Representations & Certifications	52.204-6	Patent Rights – Acquisition by the Government	
Protecting Government’s Interest When Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment	52.204-8 52.209-6	Rights in Data – Special Works	52.227-13
		Payments Under Time & Materials/Labor Hour Contracts	52.227-17
		Disputes, Alternate I	52.232-7
		Restrictions on Severance Payments to Foreign Nationals	52.233-1
Material Requirements		Stop Work Order, Alternate I	52.237-8
Liquidated Damages (1% of Contract Value/Day)	52.211-5	Government Delay of Work	52.242-15
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.211-11	Changes-Fixed Price	52.242-17
Order of Precedence	52.213-4	Subcontracts	52.243-1
Convict Labor (U.S. POs only)		Inspection of Supplies – Fixed Price	52.244-2
Child Labor- Cooperation With Authorities and Remedies	52.215-8	Contractor Liability for Personal Injury and/or Property Damage (applies only to POs for transportation services)	52.246-2
Walsh-Healy Act	52.222-3		52.247-21
Prohibition of Segregated Facilities	52.222-19	Contract Not Affected By Oral Agreement	52.247-27
Affirmative Action Compliance Equal Opportunity	52.222-20	Preference for U.S.-Flag Air Carriers	52.247-63
		Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans	52.222-21	Termination For Convenience of the Government (Fixed Price)	52.249-2
(for POs over \$100,000 only)	52.222-25	Termination (Cost Reimbursement) (for any cost reimbursable elements)	52.249-6
Affirmative Action for Workers With Disabilities	52.222-26		
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	52.222-35		

	52.222-36 52.222-37		
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**THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
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 52.243-3	HBCU and Minority Institution Representations	52.246-6 52.226-2

**THESE FAR CLAUSES APPLY TO CONTRACTS \$150,000 AND ABOVE**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
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 52.227-2
Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	52.203-10	Federal, State, and Local Taxes	52.229-3
Limitation on Payments to Influence Certain Federal Transactions	52.203-11	Federal, State, and Local Taxes	52.229-6
Printed or Copied Double-Sided on Recycled Paper		Interest	52.232-17
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.203-12	Stop-Work Order	52.242-15
Responsibility Matters	52.204-4	Competition in Subcontracting	52.244-5
Updates of Information Regarding Responsibility Matters	52.209-5	Contractor Inspection Requirements	52.246-1
Audit and Records – Negotiation	52.209-7	Limitation of Liability	52.246-23
Integrity of Unit Prices	52.209-9	Limitation of Liability – Services	52.246-25
Price Re-determination – Retroactive	52.215-2 52.215-14 52.216-6	Termination of Convenience for the Government (Fixed Price-SF)	52.249-1
		Default (Fixed-Price Supply and Service)	52.249-8

**THESE CLAUSES APPLY TO USAID CONTRACTS**

<b>CLAUSE TITLE</b>	<b>AIDAR CITE</b>	<b>CLAUSE TITLE</b>	<b>AIDAR CITE</b>
Organizational Conflicts of Interest After Award		Marking	
Language and Measurement	752.209-71	Family Planning and Population Assistance	752.7009
Source, Origin and Nationality (See AAPD 12-03)	752.211-70	Activities	752.7016
Local Procurement	752.225-70	Health and Accident Insurance for AID Participant Trainees	752.7018
Insurance – Liability to Third Persons	752.225-71	Conflicts Between Contract and Catalog	752.7022
Salary Supplements for Host Government Employees	752.228-07	Required Visa Form for AID Participants	752.7023
Government Property – USAID Reporting	752.231-71	Approvals	752.7025
Requirements Title To and Care of Property	752.245-70 752.245-71	Personnel	752.7027
		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](http://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: \_\_\_\_\_

*Authorized for and on behalf of:* \_\_\_\_\_ *(DD/MM/YY)*

Company: \_\_\_\_\_

Address: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Business Registration No. \_\_\_\_\_

APPENDIX C. SAMPLE BUDGET FORMAT

ITEMS	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL COST	NOTES TO THE BUDGET
<b>SALARIES - DIRECT LABOR</b>					
		0	\$ -	\$ -	
		0	\$ -	\$ -	
<b>TOTAL SALARIES</b>				\$ -	
<b>FRINGE BENEFITS</b>					
		0	\$ -	\$ -	
		0	\$ -	\$ -	
<b>TOTAL FRINGE BENEFITS</b>				\$ -	
<b>CONSULTANTS</b>					
		0	\$ -	\$ -	
		0	\$ -	\$ -	
<b>TOTAL CONSULTANTS</b>				\$ -	
<b>TRAVEL, TRANSPORTATION, AND PER DIEM</b>					
		0	\$ -	\$ -	
		0	\$ -	\$ -	
<b>TOTAL TRAVEL, TRANSPORTATION, AND PER DIEM</b>				\$ -	
<b>OTHER DIRECT COSTS</b>					
		0	\$ -	\$ -	
		0	\$ -	\$ -	
<b>TOTAL OTHER DIRECT COSTS</b>				\$ -	
<b>TOTAL DIRECT COSTS</b>				\$ -	
<b>INDIRECT COSTS</b>					
		0	\$ -	\$ -	
		0	\$ -	\$ -	
<b>TOTAL INDIRECT COSTS</b>				\$ -	
<b>TOTAL ESTIMATED COST</b>				\$ -	
FIXED FEE/PROFIT			\$ -	\$ -	
<b>GRAND TOTAL</b>				\$ -	