

REQUEST FOR PROPOSAL

Gender, Youth and Social Inclusion Analysis RFP-J2064-01

Under

Feed the Future Mozambique Resiliência Integrada na Nutrição e Agricultura (FTF RESINA) Activity

Funded By USAID 72065622CA00005

RFP Release Date:	July 29, 2022
Performance Period:	08/08/2022 - 09/11/2022
Proposal Submission Deadline:	August 3 rd , 2022
Question/ Inquiry Submission Deadline:	August 1 st , 2022

TABLE OF CONTENTS

I.	Introduction	1
	A. Company Background	1
	B. Program Background	1
П.	OBJECTIVE	2
	A. Scope of Work	2
	B. Deliverables	6
III.	CONTRACT MECHANISM & TERMS OF PAYMENT	7
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	8
	A. Instructions for Proposal Preparation	8
	1. Capability and Technical Experience Statement	8
	2. Project Staffing	8
	3. Cost Proposal	8
	4. References	8
	B. Instructions for Submission of Proposal	8
V.	CRITERIA FOR EVALUATION	9
VI.	SOLICITATION PROCESS	9
VII.	TERMS AND CONDITIONS	10
	A. Late Submissions	10
	B. Modification of RFP Requirements	10
	C. Withdrawals of Proposals	10
	D. Right of Negotiation and Acceptance of Proposal	10
	E. Validity of Proposal	10
	F. Minimum Offeror Qualifications	10
	G. Intellectual Property Rights	11
VIII.	ATTACHMENTS	11
	Appendix A. Purchase Order General Terms and Conditions	12
	APPENDIX B. Technical Proposal Submission Sheet	17
	Type of Business/Institution	17
	Anti-Terrorism Certification	17

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 vibrant civil society. For more information, go to <u>www.acdivoca.org</u>.

B. PROGRAM BACKGROUND

The Feed the Future Mozambique Resiliência Integrada na Nutrição e Agricultura (FTF RESINA) Activity is a five-year award from USAID/Mozambique. The Activity started on May 17, 2022, and it is implemented by ACDI/VOCA and its consortium members, iDE and ideiaLab. The goal of the FTF RESINA Activity is to increase resilience of smallholder farmers and rural households in selected districts of Nampula and Zambezia provinces.

ACDI/VOCA and its consortium partners, iDE and ideiaLab, will implement a local food and market systems approach that integrates context-aware resilience-building capacities focusing on climate adaption, innovation, affordable water solutions, nutritious food environments, and social inclusivity. The team will co-create solutions with market, institutional, and community actors to develop and strengthen the absorptive, adaptive, and transformative capacities of actors, networks, households, and systems to better cope with shocks and stressors, mitigate future negative impacts, and reduce underlying vulnerabilities. Efforts will also involve transforming how market actors work with communities to anticipate and respond to shocks. The program is expected to increase the prosperity of at least 60,000 households in Zambezia and Nampula.

FTF RESINA seeks to ensure food security for households in the target Resilience Zone of Influence (ZOI) of Nampula and Zambezia provinces by expanding both the food production and income pathways. Promoting the empowerment of women, youth, and other marginalized social groups (e.g., persons with disability) are cross-cutting themes that are integrated across all activities.

IR 1.INCREASED HOUSEHOLD FOOD SECURITY
IR 1.1: Increased Productivity of Smallholder Agriculture
I.R. 1.2. Increased Profitability of Agricultural Enterprises
IR 2: IMPROVED MANAGEMENT OF PRODUCTIVE NATURAL RESOURCES
IR 2.1: Increased use of sustainable climate change adaptation approaches in agriculture
IR. 2.2. Increased access to and management of multi-use water resources
IR 3: IMPROV NUTRITION OUTCOMES OF WOMEN, ADOLESCENT GIRLS, AND YOUNG CHILDREN
IR.3.1. Improved diet diversity

II. OBJECTIVE

As part of FTF RESINA's startup, ACDI/VOCA will conduct a gender, youth, and social inclusion (GYSI) analysis. The overall purpose of the GYSI analysis is to identify root causes of barriers or inequalities that specific gender, age, and other socio-economic groups (e.g., disabled, and low income) face and the obstacles to their empowerment in the context of the communities targeted in the FTF RESINA project. The GYSI analysis will adopt an intersectional approach to look at how gender, age and other social factors influence social dynamics and create constraints or opportunities for different gender and age-groups. The analysis will inform the development of the GYSI Strategy with an action plan to guide activity implementation and promote equitable opportunities for the participation, leadership and empowerment of women and youth, and other marginalized groups in the context of RESINA activities.

The primary objectives of the assessment include:

- To identify barriers to market participation based on gender, age, disability, and other social factors and understand how these gaps may affect/restrict different populations' abilities to participate and/or benefit from FTF RESINA activities, outcomes and impact.
- 2. To identify/map existing livelihood generating opportunities (farm, non-farm, and off-farm) and understand how gender, age and other social factors (in isolation or by intersecting with gender and age), determine access to and benefits from those opportunities and capture differences across FTF RESINA ZOI.
- 3. To identify and understand constraints and opportunities to the empowerment of women, female and male youth, and other marginalized socio-economic groups in FTF RESINA's ZOI.
- 4. To identify adverse impacts and/or risk of gender-based exclusion from planned activities, including, but not limited to, displacing women from their access to resources; increasing risk of gender-based violence (GBV); sexual exploitation; creating conditions that restrict the participation of women, men or young women/men and other marginalized groups in project activities and benefits.
- 5. To identify local partners/organizations working on gender, youth, and social inclusion issues in the target zones, including youth-led groups as well as groups representing other marginalized populations in the target ZOIs

The GYSI study is expected to generate actionable recommendations with targeted approaches to respond to the challenges specific to each gender/age-group (highlighting differences across target ZOIs) that will be integrated across FTF RESINA interventions to mainstream gender, youth, and social considerations. The study should identify opportunities to create positive change for women and youth inclusion within specific value chains and across RESINA ZOIs.

While conducting the assessment, the consultant will i) use a contextualized approach following ACDI/VOCA's proposed growth anchors for year one of implementation, ii) make a concerted effort to build local capacity by engaging proposed local implementing partners both in carrying out assessment activities and as informants, and if appropriate identifying additional local partners, iii) integrate cross-cutting considerations including, but not limited to, nutrition, food systems, and access and use of water, including multi-use water systems (MUS), and sanitation and hygiene (WASH).

ACDI/VOCA seeks a consultant to lead the FTF RESINA GYSI Analysis in close coordination with the FTF RESINA team (inclusive of its implementing partners, iDE and ideiaLab) and the ACDI/VOCA Home Office (HO) Director of Gender and Agriculture. It is expected that the consultant will be supported by a local research team for primary data collection, comprised of enumerators who have exposure to qualitative research methods. The anticipated timeframe for the analysis is August – September 2022.

The GYSI analysis will consist of a rapid document review and primary data collection using qualitative methods to investigate household, community, and market dynamics across the target resilience ZOI where Activity will work. The scope of work for the GYSI analysis consists of 1) conducting a rapid desk review to assess the level of existing information and important knowledge gaps, 2) developing data collection tools, 3) training a team of data collectors on data collection tools, 4) providing technical oversight of data collection, 5) leading data analysis, and 6) producing a final written report and PowerPoint product(s) to summarize and share findings that will be submitted to USAID.

The GYSI Analysis is meant to be administered in a collaborative manner, with oversight from FTF RESINA staff and ACDI/VOCA HO staff. The primary data collection activities associated with this GYSI Analysis will complement additional RESINA inception period assessments (e.g., the Resilience Assessment and the Food Environment Analysis) and data collection activities.

ADDITIONAL INFORMATION

The GYSI analysis will utilize the Feed the Future Advancing Women's Empowerment Gender Integration Framework (GIF) as its primary framework and domains to understand the barriers, opportunities and risks to gender equality and female and youth empowerment for men, women and male and female youth and other disadvantaged groups in the FTF RESINA target districts. The GIF was chosen given as its domains are highly relevant to the Activity. In addition to these priority domains, the analysis will also incorporate information on laws and policies from desk research and ensure that questions on social norms have been integrated into the research questions as the Activity recognizes these are important areas that affect gender equality and women and youth empowerment.

As youth are also a target group of the analysis, the analysis will also incorporate USAID's Positive Youth Development (PYD) domains . While the GIF and the PYD are the main frameworks selected for the study, the GYSI study will look beyond youth and gender to other social categories that intersect with youth and gender to create differential outcomes and/or experiences for different population groups (e.g., disability). The consultant, in coordination with FTF RESINA staff, implementing partners (iDE and ideiaLab) and ACDI/VOCA HO staff, will develop a set of research questions aligned with the gender and youth analysis framework to guide the research at start of award.

DATA COLLECTION AND METHODOLOGY

The FTF RESINA Activity will leverage primary and secondary sources of information to efficiently get a holistic picture of the current GYSI dynamics in the Resilience target ZOI districts. The GYSI analysis will use the following combination of qualitative methods to collect data.

Rapid Desk Review. A rapid desk review that will include reviewing: 1) the Activity proposal document; 2) other secondary resources, such as USAID/Mozambique gender and youth analysis reports; 3) other reports and/or data collection tools used in other baseline assessments conducted by FTF RESINA and 4) other relevant

research reports covering the FTF RESINA target ZOI produced by RESINA implementing partners (iDE and ideiaLab) or others to understand the target population of the study; understand the project context in which the GYSI analysis is taking place, and to identify gaps in GYSI information. The findings from the desk review will be used to refine specific objectives of the analysis as well as shape the development of qualitative data collection instruments/tools which will focus on research questions that are relevant to FTF RESINA but are not answered by available literature. The consultant will provide a list of resources consulted prior to the launch of the analysis.

Focus group discussions and key informant interviews -will be conducted with groups from target FTF RESINA districts, a diverse age-range, different ethnicities, with men only, with women only, with youth only, and in mixed groups when necessary. The consultant should engage RESINA staff and implementing partners (iDE and ideiaLab) as well as other key stakeholders (e.g., representatives of youth-led groups or other groups who will be impacted by RESINA in the target ZOI districts) in the development of the FGD protocol to ensure an age-appropriate and context-responsive design.

If time and resources permit and as necessary, the consultant is encouraged to combine participatory evaluation methods (PEM) that involve women, youth, and other key stakeholders with the qualitative data collection methods. This should be to the extent that the PEM helps to establish and explain causality, improves accuracy and relevance of findings, and empowers participants by ensuring that they have some input into what success looks like for the RESINA project.

Graphic Sampling and Participant Criteria

The FTF RESINA Activity will work in twelve (12) districts across the target ZOI. These districts have been grouped/categorized under three (3) tiers based on the relative presence of actors with different resilience capacities: Tier A represents districts with higher concentrations of commercial actors (Ribaue, Gurue, Mocuba), Tier B semi- commercial actors (Alto Molucue, Murrupula, Mogovolas, Ile), and Tier C semi-subsistence actors (Lugela, Mecuburi, Morrumbala, Namarrol, Lalaua).

The sampling should be purposive to engage the full range of potential project participants. The consultant will consult with the FTF RESINA team (including iDE and ideialab) to determine a geographic sample. The final selection of participants for the GYSI analysis should ensure a representation of the full range of food system actors targeted by and relevant to RESINA's outcomes across districts (e.g., service providers, entrepreneurs, etc.). The analysis should also to the extent possible disaggregate by gender, age, income, region, disability, and other relevant social characteristics and explicitly recognize the specific needs of young girls and boys, adolescent girls and boys, adult women and men, older women and men, and other relevant intersectional groups within FTF RESINA's ZOI.

Primary Data Collection – will use a mix of qualitative methods, including Focus Group Discussions (FGDs) with male and female (adults and youth) and semi-structured interviews with key stakeholders (individuals or organizations), such as large and medium-sized private sector input firms, financial service providers, agricultural extension service providers/agents, nutrition officers, representatives of women and youth groups organized around agriculture and non-agricultural activities, relevant experts from agricultural research units and government departments (e.g. Ministry of Agriculture, Ministry of Women and Child Affairs, etc.) with research experience on gender and youth in the agricultural sector, other relevant stakeholders such local partners/organization programming in areas that have implications RESINA's outcomes, and representatives of other USAID and non-USAID funded projects in the target ZOI districts. In consultation with FTF RESINA Staff and

implementing partners (iDE and ideiaLab), the consultant will develop preliminary list of actors targeted for the KIIs. Primary data collection will complement additional FTF RESINA inception period analysis activities and leverage information generated through recent formative analysis conducted by other USAID-funded activities.

Risk Mitigation and Informed Consent – plan for and mitigate any foreseeable risks during the primary data collection and analysis phase as part of the research plan and follow research ethics standards, including using informed consent documents and maintain data privacy as part of all data collection activities.

COVID-19 Precautions

The consultant will closely monitor the COVID-19 situation in target ZOI districts, and plan for remote data collection in the event of an impending risk of spread of disease. For data collection in the field, the consultant and qualitative research specialists/enumerators will use safety precautions, including practicing social distancing guidelines, and using masks, hand sanitizer and other personal protective equipment as necessary.

ANTICIPATED TASKS AND LEVEL OF EFFORT

Off-site /Remote

- Initial inception meeting. Coordinate with FTF RESINA staff, implementing partners (iDE and ideiaLab) and ACDI/VOCA's HO Director of Gender and Agriculture, and USAID/Mozambique, as needed, to clarify and finalize SOW, finalize timing, identify data collection team and resource/support needs. Estimated LOE: 1 day
- 2. Rapid Desk Review. Review FTF RESINA's project description, provided project documents, provided relevant literature, and additional most relevant literature and secondary sources to (1) understand the target population of the study; (2) understand the project context in which the study is taking place; (3) review data and resources that RESINA's GYSI team has already compiled so GYSI Analysis fieldwork does not repeat what is already known, but instead digs deeper into issues, patterns, and activities. Estimated LOE: 2 days
- 3. Design the gender, youth and social inclusion analysis methodology and document it in a work plan. The work plan will describe the anticipated methodology and tools that will be used, sampling plan, timeline of fieldwork, and include drafts of all questionnaires and tools. The work plan must be submitted and approved prior to commencement of data collection activities. Estimated LOE: 3 days

On-site/ Mozambique

- 4. Field Team In-briefing and Enumerator Training. Meet with FTF RESINA team members and consultants to finalize logistics and resource arrangements, confirm data collection team, train enumerators that will be supporting data collection activities, and finalize the assessment methodology. Estimated LOE: 2 days, conducted in Nampula/Zambezia, Mozambique.
- 5. Pilot Data Collection Tools and Revise based on feedback. The consultant will also need to pilot the developed data collection and revise the tools if needed based on feedback from GYSI Analysis research team members and any gaps identified during the pilot stage. The consultant is expected to hold pause and reflect sessions at the end of each day to discuss information gathered, themes, gaps and any adjustments that need to be made to the data collection tool. Estimated LOE: 1 day
- 6. Conduct fieldwork according to the developed methodology and work plan. The consultant should oversee the capture, transcription, and translation of all primary data at the end of the field component of the research. Estimated LOE: 12 days, conducted in FTF RESINA's ZOI in Nampula and Zambezia, Mozambique

7. Debrief with the RESINA COP, DCOP, Gender and Youth Specialist, MEL team and implementing partners (iDE and ideiaLab). Prior to departure from Mozambique, conduct a preliminary debrief with FTF RESINA staff and IPs on initial findings. Estimated LOE: 2 days, conducted in Nampula/Zambezia, Mozambique

Off-site/ Post-departure from Mozambique

- 8. Analyze and document key findings in a clear, concise, and usable written report. Once the raw data has been transcribed and a code book has been developed, the code book should be shared with the FTF RESINA team and ACDI/VOCA HO staff prior to analysis. Estimated LOE: 5 days
- 9. Revise and finalize analysis report. After receiving feedback from relevant RESINA technical team members and ACDI/VOCA HO, the consultant will revise and submit a final draft. Estimated LOE: 2 days.
- 10. Prepare a PowerPoint presentation of key findings of the GYSI study, implications for RESINA's intermediate results 1 to 3, and recommendations for RESINA and present these to the RESINA technical team. LOE: 1 day.

B. DELIVERABLES

The following deliverables are required for the assignment. Due dates are tentative and will be confirmed after signing the contract. The main deliverables from the GYSI analysis will be:

Work Plan that describes the anticipated methodology and data collection tools that will be used, sampling plan, timeline of fieldwork, and drafts of all questionnaires and tools. The work plan will be created by the Consultant and submitted electronically to RESINA's COP, RESINA's Gender and Youth Specialist, GYSI Focal Points of RESINA Ips, and HO Director of Gender and Agriculture prior to fieldwork per the tentative dates listed below. The Consultant will finalize the work plan in collaboration with the RESINA team during the first two working days in-country. The length of the work plan should be between 5-10 pages, not including attachments. The Consultant will finalize the work plan in collaboration with above mentioned persons.

GYSI Analysis Raw data – transcripts, recordings, etc. Upon completion of data collection and data analysis activities the Consultant will provide ACDI/VOCA copies of all raw data (i.e., recordings, interview transcripts, etc.) collected during the GYSI Analysis as well as a copy of the final codebook used for data analysis.

Report (not to exceed 30 pages) with executive summary and annexes (SOW, data collection tools, etc.). The report should summarize the analysis objectives, methodology, key findings according to the domains selected under the Feed the Future GIF (gender Integration Framework) and PYD framework. and actionable recommendations for key gender and youth gaps that the Activity should prioritize. The report should be written in English using Microsoft Word. The report should be around 15-20 pages, not including annexes. The report should follow the GYSI analysis template provided by ACDI/VOCA and include in the annexes:

- a. final framework and work plan
- b. list of works cited
- c. list of all documents reviewed in the literature review
- d. copies of all data collection tools and guidelines used including surveys, interviews, and focus group guidelines

A summary presentation of the methodology, findings, and recommendations from the analysis will be prepared for the RESINA technical team.

GYSI Analysis Key Deliverables

GYSI analysis framework and work plan (August 8) Submission of raw transcripts/data/notes (September 5) First draft of GYSI analysis (September 8) Final report and presentation (September 11)

SUPERVISION AND COORDINATION OF WORK

The consultant will report to FTF RESINA's HO Director of Gender and Agriculture. All final deliverables will be reviewed by the FTF RESINA Gender and Youth Specialists and the HO Director of Gender and Agriculture before being approved by the COP. The consultant will coordinate closely with the FTF RESINA staff (including GYSI Focal Points of RESINA's partners—iDE and ideiaLab) and ACDI/VOCA HO staff to solicit input and review of draft products, obtain information, arrange logistics, and discuss findings and final deliverables. The consultant is responsible for ensuring all enumerators apply the data collection tools in the expected manner, follow ethics standards, and ensure the quality and timeliness of work products throughout.

QUALIFICATIONS

- Experience in leading the design and implementation of gender analysis/assessments (required)
- Experience managing research studies and providing technical oversight of data collection teams (required) Experience in qualitative research methods, including conducting key informant interviews and focus group discussions (required)
- Experience with analyzing gender gaps in market systems, agriculture, and nutrition programs (preferred)
- Experience with the Women's Empowerment in Agriculture Index (WEAI), including using it as a gender analysis framework (preferred)
- Excellent communication skills, including the ability to communicate with vulnerable populations and people with low levels of education.
- Willingness to travel to the Activity's intervention area.
- Familiarity with rural communities.
- Strong English writing skills.

III. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a fixed price purchase order 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.

If issuing a cost reimbursement or time and materials subcontract, delete the purchase order template and include either the cost reimbursement or time and materials template as appropriate

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

Demonstrate capabilities and technical experience by providing the following:

- a. Organization Overview
- b. Capabilities Statement
- c. Project Approach
- d. Activity (work) Schedule

2. PROJECT STAFFING

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

3. COST PROPOSAL

Offerors will submit a proposed budget with their proposals in a separate, sealed envelope (or separate file, if submitting via email) labeled "Budget Proposal." The proposed budget will have sufficient 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 the name of the currency. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

4. REFERENCES

Please include three client references and contact information. References should have worked with your organization within the past two years 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 the proposal to:

ACDI/VOCA	
Attention:	Nathalie Me-Nsope
Email:	resinaopportunities@acdivoca-mz.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.

		Contractual	Technical
ľ	Name:	Lucas Valente da Costa	Nathalie M-Nsope
ł	Email:	resinaopportunities@acdivoca-mz.org	resinaopportunities@acdivoca-mz.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:

- Technical proposal (50%)
- Personnel (20%)
- Cost competitiveness and value; clarity of budget presentation including thoroughness of the justification for each cost element, cost realism (30%)

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 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 *30 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 officially licensed to do such business in *(insert country)*, (2) be able to receive USAID funds and (3) 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.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics
- (Insert any other qualifications; see instructions for items that may be included here).

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: Purchase Order General Terms and Conditions

Appendix B: Technical Proposal Submission Sheet

APPENDIX A. PURCHASE ORDER 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. <u>Terms of Payment</u>. 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) <u>TIMING OF PAYMENTS</u>. 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's acceptance of the invoices. All charges invoiced by Vendor invoices by ACDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Vendor may remain 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) <u>INSPECTION & ACCEPTANCE</u>. (1) Vendor shall work within professional standards covering the work and shall make such inspections as are deemed necessary to insure 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 be responsible for any costs of reprocurement 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) <u>LATE DELIVERIES</u>. 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.

<u>4. Performance</u>. 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.

<u>6. Force Majeure</u>. 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.

<u>8. Compliance with Law</u>. 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.

<u>9. Suspension and Termination</u>. 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.

<u>16. Changes.</u> 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.

<u>17. Certifications.</u> Vendor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarrment, 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.

<u>19. Order of Precedence.</u> 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. <u>Compliance with Foreign Corrupt Practices Act</u>. 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. <u>Anti-discrimination</u>. 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	52.202-1	Combatting Trafficking in Persons	52.222.50		
Restriction on Subcontractor Sales to the Government	52.203-6	Privacy Act Notification	52.224-1		
Anti-Kickback Procedures 52.203-7 Taxpayer Identification	52.203- 52.204-3	Restrictions on Certain Foreign Purchases	52.225-13		
Data Universal Numbering System (DUNS)	52-204-6				
Annual Representations & Certifications	52.204-8	Patent Rights – Acquisition by the Government	52.227-13		
Protecting Government's Interest When Subcontracting	52.209-6	Rights in Data – Special Works	52.227-17		
with Contracts Debarred, Suspended or Proposed for		Payments Under Time & Materials/Labor Hour Contracts	52.232-7		
Debarment		Disputes, Alternate I	52.233-1		
		Restrictions on Severance Payments to Foreign Nationals	52.237-8		
		Stop Work Order, Alternate I	52.242-15		
Material Requirements	52.211-5	Government Delay of Work	52.242-17		
Liquidated Damages (1% of Contract Value/Day) Terms and Conditions – Simplified Acquisition	52.211-11	Changes-Fixed Price	52.243-1		
(Other Than Commercial Items)	52.213-4	Subcontracts	52.244-2		
Order of Precedence		Inspection of Supplies – Fixed Price	52.246-2		
Convict Labor (U.S. POs only) Child Labor Cooperation With Authorities and Remedies	52.215-8	Contractor Liability for Personal Injury and/or Property			
	52.222-3	Damage (applies only to POs for transportation services)	52.247-21		
Walsh-Healy Act	52.222-19	Contract Not Affected By Oral Agreement	52.247-27		
Prohibition of Segregated Facilities	52.222-20	Preference for U.SFlag Air Carriers	52.247-63		
Affirmative Action Compliance Equal Opportunity	52.222-21	Preference for Privately Owned U.SFlag Commercial Vessels	52.247-64		
	52.222-25 52.222-26	Termination For Convenience of the Government (Fixed	52.249-2		
Equal Opportunity for Special Disabled Veterans and	32.222-20	Price)			
Veterans of the Vietnam Era and Other Eligible Veterans	52.222-35	Termination (Cost Reimbursement) (for any cost reimbursable elements	52.249-6		
(for POs over \$100,000 only)	52.222-55				
Affirmative Action for Workers With Disabilities	52.222-36				
Employment Reports on Disabled Veterans and Veterans	52.222-30				
of the Vietnam Era	52.222 57				
THESE CLAUSES APPLY TO CONTRACTS FOR SERVI	CES				
CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE		

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE	
Service Contract Act	52.222-41	Inspection of Services - Fixed Price	52.246-4	
Changes – Fixed Price Services, Alternate II	52.243-1	Inspection – Time & Materials/Labor Hours	52.246-6	
Changes – Time & Materials/Labor Hours	52.243-3	HBCU and Minority Institution Representations	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	52.203-2	Payment for Overtime Premiums	52.222-2	
Gratuities	52.203-3	Drug-Free Workplace	52.223-6	

Cancellation, Rescission, and Recovery of Funds for Illegal or	52.203-8	Authorization and Consent	52.227-1
Improper Activities Price or Fee Adjustment for Illegal or Improper Activity		Notice and Assistance Regarding Patent & Copyright Infringement	52.227-2
	52.203-10	6	
Certification and Disclosure Regarding Payment to	52.203-11	Federal, State, and Local Taxes	52.229-3
Influence Certain Federal Transactions		Federal, State, and Local Taxes	52.229-6
Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Interest	52.232-17
		Stop-Work Order	52.242-15
Printed or Copied Double-Sided on Recycled Paper	52.204-4	Competition in Subcontracting	52.244-5
Certification Regarding Debarment, Suspension, Proposed	52.209-5	Contractor Inspection Requirements	52.246-1
Debarment, and Other Responsibility Matters	32.209-3	Limitation of Liability	52.246-23
Responsibility Matters		Limitation of Liability – Services	
Updates of Information Regarding Responsibility Matters	52.209-7	Termination of Convenience for the Government (Fixed Price-	52.246-25
Audit and Records – Negotiation	52.209-9	SF)	52.249-1
Integrity of Unit Prices	52.215-2	Default (Fixed-Price Supply and Service)	
Price Re-determination – Retroactive	52.215-14		52.249-8
	52.216-6		
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	752.7018
Local Procurement	752.225-71	Trainees	
Insurance – Liability to Third Persons	752.228-07	Conflicts Between Contract and Catalog	752.7022
Salary Supplements for Host Government Employees	752.231-71	Required Visa Form for AID Participants	752.7023
		Ammovala	

Approvals

Personnel

Public Notices

Acknowledgement and Disclaimer

752.7025

752,7027

752.7034

752.7035

752.245-70

752.245-71

Government Property – USAID Reporting Requirements Title To and Care of Property

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							
Offeror certifi	es that it is: 🛛 🗆 Non U	.S. Owned/Operated	Government Owned/Operated				
(If Non U.S. O	(If Non U.S. Owned/Operated is selected, continue to Anti-Terrorism Certification)						
OR FOR US OI	OR FOR US ORGANIZATIONS ONLY:						
	🗆 Nonprofit	🗆 For-Profit	\Box Government Owned/Operated				
	□ Large Business	Small Business	□ College or University				
	\Box Women Owned	\Box Small and Disadva	ntaged 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: <u>www.epls.gov</u> or 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"): <u>http://www.un.org/Docs/sc/committees/1267/consolist.shtml</u>.

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:		Na	ame:		
Position:		Da	ate:		
Authorized for and o	on behalf of:			(DD/MM/YY)
Company:					
Address:					
DUNS No.:		Business Registr	ation No.		