



REQUEST FOR PROPOSAL

Enterprise Resource Planning (ERP) Evaluation

A0036-ERPEVAL/2022-001

RFP Release Date:	16 Nov 2022
Performance Period:	TBD A tentative project schedule should be provided as part of the vendor proposal
Proposal Submission Deadline:	4:30pm EST 12 Dec 2022
Question/ Inquiry Submission Deadline:	4:30pm EST 2 Dec 2022

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INTRODUCTION

COMPANY BACKGROUND

Based in Washington, D.C., ACDI/VOCA is a global development design and delivery partner based in Washington, D.C. We have implemented effective economic and social development projects around the world since 1963. Our areas of expertise include: Sustainable Agriculture, Economic Opportunity, Resilience, Access to Finance, and Diversity, Equity & Inclusion. For more information, go to www.acdivoca.org.

PROGRAM BACKGROUND

ACDI/VOCA and Affiliate's Accounting and Finance (A&F), HR and other departments collectively use a number of different technologies that make up the ecosystem of business operations. The current interdependent set of systems and applications employed in enterprise resource planning and management has become overly cumbersome with numerous potential failure points, duplication of effort, insufficient automation and high licensing, support, and maintenance costs. ACDI/VOCA plans to overhaul enterprise resource planning and management systems to increase effectiveness and efficiency.

Following is an overview of the technology that makes up the ecosystem:

- **Unit 4 Enterprise Resource Planning (Unit 4 ERP) solution** is the CPU of the ecosystem and is the current system of record for Accounts Payable, Accounts Receivable, Expense Ledger, Fixed Assets, General Ledger, Budgeting, Procurement, Project Costing and Billing, and Timekeeping functions at ACDI/VOCA. While UNIT 4 ERP (a.k.a. Agresso, Business World) was originally intended and procured for multi-client implementation for all ACDI/VOCA offices worldwide, it is currently only implemented at the Home Office and the Colombia office as a single-client system, respectively. Modules corresponding to functions listed above have varying degrees of implementation and customization. Several UNIT4 ERP modules have been purchased but never fully implemented to include Human Resources, Project Cost and Billing, Web Contract Accounting, Travel Expense (limited roll-out in Colombia only), Forms, and other business process automation within existing modules. These implementation gaps, along with lack of multi-client country office implementation have necessitated an ecosystem of custom and third-party solutions to pull, push or update data for eventual aggregation and/or processing through UNIT4 ERP.
- **Concur** – Expense management system used by every employee at the Home Office for travel booking, management and expense reporting. It is also used by ACDI/VOCA volunteers for travel management.
- **Risk Authorization System** – A SharePoint workflow and Adobe Sign based, largely on a manual system used to seek, approve, and document risk authorizations and unrestricted funds authorizations, principally at the Home Office.
- **Unanet** – A timekeeping system used in most country offices, (Home Office and Colombia use UNIT4 ERP).
- **QuickBooks** – An off-the shelf accounting package used to record accounting entries in most country offices.
- **FARIS** – A customized data aggregation, validation, and translation application between QuickBooks and UNIT4 ERP.
- **XE currency** – A data extraction application to import daily currency exchange rates.
- **UltiPro/UKG** – ACDI/VOCA's Human Resources Information system of record, interfaces through file transmission with other systems and insurance carriers and with UNIT4 ERP for timekeeping and payroll purposes.
- **iCIMS** – Home office recruitment system that feeds data into UKG.
- **ETC Tracker** – An Excel based budget tracking tool connected to UNIT 4 ERP's Planner module for donor and client funded revenue-generating projects.
- **QB Currency** – Currency exchange data application for country offices.
- **Microsoft Dynamics CRM** – A system used for client and opportunity tracking for business development purposes.
- **Data Warehouse** – An SQL based set of databases that produce a variety of business intelligence dashboards for both home office and country office use.
- **SAFYRA** – An application used for subaward management in Colombia.
- **SAMS** – A custom-built subawards management system that is deployed in field projects with the largest subaward components outside Colombia. While SAMS currently does not feed or extract data to/from UNIT4 ERP, its future state (or its successor systems) should, given the substantial risks in subaward management and potential synergies.

PURPOSE

ACDI/VOCA has initiated a multi-phase project to overhaul its enterprise resource planning and management processes and systems. This RFP relates to Phase 1 of that project which will evaluate, assess, and document underlying business processes to identify opportunities for streamlining and simplifying, where necessary, and introducing transparency for consistent and predictable performance. Phase 1 will also develop recommendations for business process improvements, systems and data governance, and options for systems modernization and digital transformation of Enterprise Resource Planning and Management processes at ACDI/VOCA.

SCOPE OF WORK

The overall objective of this RFP process is to identify and select a vendor who will provide business analysis and advisory services during Phase 1 of our project:

- To overhaul ACDI/VOCA and Affiliate's Enterprise Resource Planning and Management systems to increase efficiencies and effectiveness. We are seeking services of experienced business analysts; relevant subject matter experts and any other expertise offerors believe are essential to accomplish the following goals:
- Evaluate, assess, define, and document the current business process flows and models underlying all of the above-listed systems ("Current State"). This includes decomposing existing functionality across existing systems so that there can be a systematic evaluation of product fit to requirements.
- Develop recommendations for business process improvements, systems and data governance, and options for systems modernization and digital transformation of Enterprise Resource Planning and Management processes at ACDI/VOCA ("Future State").
- Obtain sign off/approval received from all ACDI/VOCA Business Stakeholders on all documentations (e.g., business and system requirements, data flows, business process models, RACI, final findings & recommendation report, etc.) for the Current State.
- Obtain sign off/approval received from all ACDI/VOCA Business Stakeholders on all recommendations for Future State business processes and system for ACDI/VOCA Multi-Client Enterprise Resource Planning and Management.

DELIVERABLES

Deliverables for this project include:

- Documentation Discovery Progress Report (weekly)
- Business Process Discovery Progress Report (weekly)
- Project Delivery Status Report (Bi-Monthly)
- Stakeholder Surveys Report
- Stakeholders Interview Notes/Recordings
- Stakeholder Analysis
- Business Process Requirements Documents (Current State + Future State Recommendations)
- Data Models and Data Dictionaries (Current State + Future State Recommendations)
- System Interface Control and Design Documents (Current State + Future State Recommendations)
- Systems Security Risk Assessment
- Business Process Models and Diagrams (Current State + Future State Recommendations)
- RACI Matrix Charts (Current State + Future State Recommendations)
- Needs Assessment/Gap Analysis
- Findings presentation

CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a *firm fixed price contract* to an Offeror.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

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:

CAPABILITY, EXPERIENCE AND TECHNICAL APPROACH STATEMENT

Demonstrate capabilities, prior experience, and technical approach by providing the following:

- Organization Overview
- Capabilities Statement
- Project Approach
- Partner/Subcontractor
- Website
- Activity (work) Schedule
- Monitoring & Evaluation plan

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, including relevant years of experience, licensing, qualifications, and work on similar projects.

COST PROPOSAL

Offerors will submit a proposed budget with their proposals in a 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 U.S. dollars. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

Offerors should include a budget break down by each deliverable listed in Section II (B), the deliverables section. Each deliverable must have the detailed costs associated with completing that deliverable.

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 subject matter applicable to this RFP.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

The technical and price proposals shall be separate files and identified as such. Each volume shall be clearly identified with the RFP number and the Offeror's name. All files should be provided only in PDF format, except for the budget which should be provided in both PDF and spreadsheet format.

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 via email only to the following address:

ACDI/VOCA	
Attention:	Brian Meister, SVP of Corporate Compliance & Accounting
Email:	erpeval-rfp-2022@acdivoca.org

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
Name:	Sharon Ball, Director of Procurement and Logistics	Brian Meister, SVP of Corporate Compliance & Accounting
Email:	erpeval-rfp-2022@acdivoca.org	erpeval-rfp-2022@acdivoca.org

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

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:

Criteria	Score
Technical Approach	30
Key Staff & Quality Control Mechanisms	20
Company Capabilities	20
Past Performance/References	20
Presence in DC Metro Area	10
Total Technical Score	100

Proposals will be evaluated according to the technical criteria detailed above in combination with proposed price to determine best value.

As part of the evaluation of past performance, we request each offeror to provide the contact information for three references, who we will be contacting directly to solicit written references. Please provide the following information about each of the references:

- Name of organization
- Name and title of point of contact for organization
- Email address and phone number for point of contact
- Organization's physical address
- Description of work performed, including dates performed

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.

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.

TERMS AND CONDITIONS

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.

MODIFICATION OF RFP REQUIREMENTS

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

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.

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.

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.

MINIMUM OFFEROR QUALIFICATIONS

Offerors submitting proposals must (1) be officially licensed to do such business in the United States, (2) be able to receive USG 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

INTELLECTUAL PROPERTY RIGHTS

All tangible or intangible property created or acquired under this contract shall be the exclusive property of ACDI/VOCA. 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.

ATTACHMENTS

Appendix A: Technical Proposal Submission Sheet

Appendix B: General Terms and Conditions

APPENDIX A. TECHNICAL PROPOSAL SUBMISSION SHEET

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

Date of Technical Proposal:	
RFP Number:	
RFP Title:	

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

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

TYPE OF BUSINESS/INSTITUTION (CHECK ALL THAT APPLY)

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

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

OR FOR US ORGANIZATIONS ONLY:

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

ANTI-TERRORISM CERTIFICATION

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

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

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

Proposal Authorized By:

Signature: _____ Name: _____
 Position: _____ Date: _____

Authorized for and on behalf of:

(DD/MM/YY)

Company: _____

Address: _____

DUNS No.: _____

Business Registration No.

ACDI/VOCA GENERAL TERMS AND CONDITIONS – Applicable to all procurement instruments.

1. Independent Relationship. Contractor agrees that its relationship with ACDI/VOCA is that of an independent contractor and nothing in this Contract shall be construed as creating any other relationship. As such, Contractor 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 Contractor nor anyone employed by it shall be, represent, act or be deemed to be an agent, representative or employee of ACDI/VOCA.

2. Performance. All services are to be performed to the satisfaction of ACDI/VOCA. Time is of the essence with respect to the performance. ACDI/VOCA shall not be billed at prices higher than those stated in this Contract. ACDI/VOCA shall have no obligation to pay Contractor more than the fixed price or ceiling price stated on the face of this Contract.

3. Terms of Payment. Subject to any superseding terms on the face hereof, Contractor shall mail the invoice to accountspayable@acdivoca.org.

(A) TIMING OF PAYMENTS. Contractor shall be paid, in the currency on the face of this Contract, 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 Contractor's invoices received later than 90 days after acceptance. Payment of Contractor invoices by ACDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Contractor may remain subject to ACDI/VOCA and/or Donor's audit and subsequent adjustment. Contractor agrees to reimburse ACDI/VOCA for any costs disallowed by Donor.

(B) INSPECTION & ACCEPTANCE. (1) Contractor shall work within professional standards covering the work and shall make such inspections as are deemed necessary to insure Contractor compliance. (2) All deliveries shall be subject to final inspection by ACDI/VOCA. If deliverables or a service performed by Contractor is found to be defective, Contractor 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, Contractor 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. Contractor shall provide immediate notice to ACDI/VOCA of any potential failure on the part of its suppliers to provide supplies/services required. Contractor is responsible for any deficiency on the part of its suppliers. Contractor shall be responsible for any costs of reprocurement as may be necessary for ACDI/VOCA to secure the supplies/services as a result of Contractor's inability to perform that exceed the agreed upon price herein. (3) The Contractor shall furnish all reasonable facilities and assistance for the safe and convenient inspection or test by ACDI/VOCA and/or its client for the work delivered under this Contract.

(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 Contract.

4. Changes. ACDI/VOCA may with the consent of the Contractor make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the scope of work of this Contract. ACDI/VOCA may make unilateral changes, with prior written notice to the Contractor, to this Contract by written order issued by ACDI/VOCA where required in writing by the Client. If any change causes an increase or decrease in the Contractor'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 Contract as applicable. Any claim by Contractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ACDI/VOCA's Award Manager within thirty (30) calendar days from the date of receipt by Contractor 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 Contractor's request prior to expiration of said period. The Contractor will not proceed with any changes unless notified to proceed in writing by the ACDI/VOCA Contracting Officer.

5. Warranty. Contractor 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. Contractor 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 Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor. Contractor 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. Contractor 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 Contract; (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 Contract; (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 Contract; and (iv) it will not knowingly incorporate confidential information of any person or entity not a party to this Contract into any materials furnished to ACDI/VOCA without prior written notice to ACDI/VOCA. Contractor 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 Contract; (ii) the Contractor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Contractor any other person, which behavior could have had the effect of lessening competition for the award of this Contractor 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 Contractor or any of its representatives in connection with the solicitation, award or negotiation of this Contract were true and complete when made.

6. 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 Contractor to ACDI/VOCA upon acceptance of such product/service by ACDI/VOCA.

7. Proprietary Information & Confidentiality. Contractor 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 Contract, unless Contractor obtains written permission from ACDI/VOCA to do so. Contractor agrees to execute ACDI/VOCA's standard Non-Disclosure Agreement upon request.

8. Rights in Intellectual Property. Contractor acknowledges that all Deliverables and work product produced by Contractor, whether alone or jointly with others, in connection with or pursuant to the Contractor's performance under this Contract 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 Contractor in the course of

Contractor's service to ACDI/VOCA shall be considered a work made for hire, or otherwise ACDI/VOCA property. Contractor 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 Contractor existing prior to or produced outside this Contract, and incorporated into Deliverables or work product delivered or produced pursuant to this Contract, Contractor 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. Contractor 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.

9. Rights in Data. The Contractor 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 therefrom, and otherwise utilize the work and material of this Contract.

10. Assignment. Contractor shall not assign, subcontract, or transfer all or any portion this Contract or any of its obligations without the express, prior written permission of ACDI/VOCA.

11. Force Majeure. Any non-performance or delay in performance of any obligation of either party under this Contract 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 Contractor's suppliers or any labor disruption affecting Contractor specifically, and not Contractor's industry generally, constitute Force Majeure for Contractor. If Contractor 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 Contractor's expense, in order to meet ACDI/VOCA's required completion dates.

12. Insurance & Work on ACDI/VOCA's or ACDI/VOCA Client Premises. Contractor agrees to maintain the adequate insurance coverage against claims arising from injuries sustained by Contractor on ACDI/VOCA's facilities and agrees to be liable for all damages & claims arising against ACDI/VOCA for which the Contractor is responsible. Contractor will maintain adequate insurance coverage and shall require any lower-tier contractors to maintain, each at their own cost, appropriate insurance coverage, which shall include:

- a) Commercial general liability in the amount of USD 500,000 per occurrence.
- b) Commercial automobile liability in the amount of USD 500,000 combined single limit, with respect to automobiles operated in the performance of services.
- c) Workers' compensation as required by law.
- d) Employer's liability in the amount of USD 500,000 per occurrence; and,

e) If relevant to the nature of services provided, professional liability in the amount of USD 500,000 per occurrence.

Upon request, Contractor agrees to provide ACDI/VOCA with a Certificate of Insurance as evidence that the Contractor has procured and currently maintains the required insurance as outlined above.

13. Indemnification. The Contractor 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 Contractor's negligent or unlawful actions in connection with its performance under this Contract, or a breach of any of Contractor's warranties contained herein.

14. Suspension and Termination. ACDI/VOCA shall retain the right to direct Contractor 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 Contractor may continue work absent direction to do so or a notice of termination at their own risk. Under no circumstances shall Contractor receive more than the original value of this Contract.

"Termination": ACDI/VOCA reserves the right to terminate this Contract when: (1) deemed in the best interests of its client; or (2) if the Contractor defaults in performing this Contract 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 Contract 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 Contract without further liability for articles not accepted by ACDI/VOCA. This Contract may be terminated at any time in the event Contractor commits an act of bankruptcy, files or has filed against it 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 or ACDI/VOCA's client, including Termination for Convenience by the USG or the client of ACDI/VOCA. Contractor may be liable to reimburse ACDI/VOCA should ACDI/VOCA incur any additional costs as a direct result of such default termination.

15. Claims and Disputes. In the event of any dispute, a claim by the Contractor must be made in writing and submitted to the ACDI/VOCA Executive Vice President of Quality and Compliance who shall render a written decision within 60 days of receipt of the Contractor'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 Contractor will proceed with performance of this Contract pending final resolution of any claim.

16. Access to Records. 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 Contract for the purpose of an audit or examination.

17. Certifications. Contractor 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) Contractor 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; (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Contractor may not charge under this Contract 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 contracts to entities with a source or nationality of: Cuba, Iran, Libya, North Korea, and Syria; and (viii) Contractor 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 Contract. Any such practice will be grounds for terminating or rescinding the award of this Contract, 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 Contract.

18. Compliance with Law. Contractor'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.

19. Compliance with Foreign Corrupt Practices Act. By accepting and implementing the terms of this agreement with ACDI/VOCA 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 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>

20. Anti-discrimination. If work under this Contract will be performed in whole or in part in the U.S., the following rules are applicable:-

Veterans Rule: Contractor 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 Contractors to employ and advance in employment qualified protected veterans.

Disability Rule: Contractor 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 Contractors to employ and advance in employment qualified individuals with disabilities.

21. Severability. If any provision of this Contract 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.

22. 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 Contract; (b) the ACDI/VOCA General Terms and Conditions of this Contract; (c) any Attachments to this Contract; (d) the Client Prime Contract/Award; (e) the Federal Acquisition Regulation (FAR) and any other U.S. Government agency specific regulations. Any conflict occurring among these documents will be resolved in the stated order of precedence.

INCLUDE THIS SECTION ONLY TO CONTRACTS AND SUBCONTRACTS UNDER U.S. GOVERNMENT PRIME CONTRACTS.

The FAR clauses cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR clause shall be the same version as that which appears in ACDI/VOCA's prime contract, or higher-tier subcontract under which this agreement is a subcontract.

General Information:

1. When the materials or products furnished are for use in connection with a U.S. Government Contractor subcontract, in addition to ACDI/VOCA's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, ACDI/VOCA's General Terms and Conditions shall govern in the event of a conflict between these FAR provisions and ACDI/VOCA's General Terms and Conditions.
2. Clauses in this document may not be applicable to specific orders due to the type of subcontract/Contractor be issued, dollar thresholds under requirements of the FAR, or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Contractor's obligation to contact ACDI/VOCA regarding any confusion, ambiguity, or questions the Contractor may have regarding applicability of the following clauses.
3. For purposes of this Contract, in all applicable clauses, the term "Contractor" shall mean the Contractor performing under this Contract, the term "Contract" shall mean this Contract, and the terms "Contracting Officer," "Project Officer" and equivalent phrases shall mean ACDI/VOCA's authorized representative.

The following clauses apply to all contracts and subcontracts.	
52.202-1	Definitions (NOV 2013)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.204-2	Security Requirements (AUG 1996)* *if work involves access to classified information
52.204-3	Taxpayer Identification (OCT 1998)
52.204-6	Data Universal Numbering System Number (JUL 2013)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)* *if the value of the subcontract is \$30,000 and above
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)* *if the value of the subcontract is \$35,000 and above
52.211-11	Liquidated Damages – Supplies, Services, Or R&D (SEP 2000)* *1% of subcontract value per day
52.211-12	Liquidated Damages – Construction (SEP 2000)* *1% of subcontract value per day
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEC 2015)
52.222-3	Convict Labor (JUN 2003)* *when work will be performed in the U.S.
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2014)
52.222-17	No displacement of Qualified Workers (MAY 2014)

52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
52.222-25	Affirmative Action Compliance (APR 1984)
52.222-26	Equal Opportunity (APR 2015)* *if the aggregate value of all subcontract awards to the Contractor in any 12-mo. period can reasonably be expected to exceed \$10,000
52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)* *if the value of the subcontract is above \$15,000
52.222-41	Service Contract Labor Standards (MAY 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAY 2014)
52.222-53	Exemption from Application of the Service Contract Act to Certain Services – Requirements (MAY 2014)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2014)* *Applicable to performance in the U.S.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-13	Patent Rights – Ownership by the Government (DEC 2007)
52.228-3	Workers' Compensation Insurance (Defense base Act) (JUL 2014)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.237-8	Restrictions on Severance Payments to Foreign Nationals (AUG 2003)
52.244-6	Subcontracts for Commercial Items (OCT 2015)
52.247-21	Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
52.247-63	Preference for U.S.-Flag Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
The following clauses apply to subcontracts above \$150,000.	
52.203-6	Restrictions on Contractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions (SEP 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-14	Service Contract Reporting Requirements (JAN 2014)* *if the Contractor is providing services
52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (JAN 2014)* *if the Contractor is providing services
52.209-5	Certification Regarding Responsibility Matters (APR 2010)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.215-2	Audit and Records – Negotiation (OCT 2010)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.222-35	Equal Opportunity for Veterans (OCT 2015)*
52.222-37	Employment Reports on Veterans (OCT 2015)
52.222-.40	Notification of Employee Rights under the National Labor Relations Act (DEC 2010)* *except for work performed exclusively outside of the U.S.
52.227-1	Authorization and Consent (DEC 2007)* *except when both complete performance and delivery are outside the U.S.
52.227-2	Notice and Assistance Regarding Patent & Copyright Infringement (DEC 2007)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.229-6	Taxes-Foreign Fixed-Price Contracts (FEB 2013)
52.232-17	Interest (MAY 2014)

52.242-15	Stop Work Order (AUG 1989), Alternate I
52.242-17	Government Delay of Work (APR 1984)
The following clauses apply to subcontracts above \$700,000.	
52.219-8	Utilization of Small Business Concerns (OCT 2014)
The following clauses apply to subcontracts with a value of \$750,000 and above.	
52.214-26	Audit and Records – Sealed Bidding (OCT 2010)
52.214-28	Contractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (OCT 2010)
52.215-12	Contractor Certified Cost or Pricing Data (OCT 2010)
52.215-13	Contractor Certified Cost or Pricing Data – Modifications (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010)
The following clauses apply to contracts and subcontracts above \$5 million with a performance period of more than 120 days.	
52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
The following clauses apply to contracts and subcontracts above \$5 million except when it is for the acquisition of commercial items or is performed entirely outside the U.S.	
52.203-14	Display of Hotline Poster(s) (DEC 2007)
The following AIDAR clauses apply to contracts and subcontracts under USAID prime contracts.	
752.202-1	USAID Definitions Clause (JAN 1990)
752.204-71	Partner Vetting (FEB 2012)
752.204-72	Access to USAID Facilities and USAID's Information Systems (AUG 2013)
752.211-70	Language and Measurement (JUN 1992)
752.225-70	Source and Nationality Requirements (FEB 2012)
752.228-3	Worker's Compensation Insurance (Defense Base Act) (DEC 1991)
752.228-07	Insurance – Liability to Third Persons (JUL 1997)
752.228-70	Medical Evacuation (MEDEVAC) Services (JUL 2007)
752.231-71	Salary Supplements for Host Government Employees (MAR 2015)
752.7001	Biographical Data (JUL 1997)
752.7002	Travel and Transportation (JAN 1990)
752.7007	Personnel Compensation (JUL 2007)
752.7009	Marking (JAN 1993)
752.7012	Protection of the Individual as a Research Subject (AUG 1995)
752.7027	Personnel (APR 1984)
752.7028	Differential and Allowances (JUL 1996)
752.7031	Leave and Holidays (OCT 1989)
752.7032	International Travel Approval and Notification Requirements (APR 2014)
752.7033	Physical Fitness (JUL 1997)
752.7034	Acknowledgement and Disclaimer (DEC 1991)
752.7035	Public Notices (DEC 1991)