



## **REQUEST FOR PROPOSAL**

Enterprise Subawards & Grants Management System

RFP E3004-SAMS-111723-001

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## TABLE OF CONTENTS

I.	Introduction .....	1
	A. Company Background .....	1
	B. Program Background .....	1
II.	Purpose .....	2
	A. Scope of Work.....	2
	B. Deliverables .....	6
III.	CONTRACT MECHANISM & TERMS OF PAYMENT .....	6
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS .....	7
	A. Instructions for Proposal Preparation.....	7
	1. Capability and Technical Experience Statement .....	7
	2. Project Staffing .....	7
	3. Cost Proposal.....	7
	4. References.....	8
	B. Instructions for Submission of Proposal .....	8
V.	CRITERIA FOR EVALUATION .....	8
VI.	SOLICITATION PROCESS .....	9
VII.	TERMS AND CONDITIONS .....	9
	A. Late Submissions.....	9
	B. Modification of RFP Requirements.....	9
	C. Withdrawals of Proposals .....	9
	D. Right of Negotiation and Acceptance of Proposal .....	9
	E. Validity of Proposal.....	10
	F. Minimum Offeror Qualifications.....	10
	G. Intellectual Property Rights .....	10
VIII.	ATTACHMENTS.....	10
	Appendix A. Purchase Order General Terms and Conditions.....	10
	Appendix B. Sample Budget Format.....	<a href="#">Error! Bookmark not defined.</a>
	Appendix C. Technical Proposal Submission Sheet .....	16

## 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 [www.acdivoca.org](http://www.acdivoca.org).

### B. PROGRAM BACKGROUND

ACDI/VOCA is seeking to identify a commercial off-the-shelf Enterprise Subawards & Grants Management solution that will optimize and enhance the business processes and systems for subawards management and will better support its federal reporting data management and compliance with federal guidelines and improve compliance with financial obligations and effective partnership management. The Subawards/Grants Management system is responsible for management of Subawards & Grants issued by ACDI/VOCA to its partner organizations under prime awards issued by the U.S. Government and non-U.S.G. entities.

Subaward/Grants Management at ACDI/VOCA spans several departments at the Home Office and field offices and currently employs several enterprise-wide systems. Initiation, development, implementation, reporting, and close-out of subawards involves the following departments: *Award Management Services*, *Project Management* (Home Office and Field Offices), *Accounting and Finance*, *Project Operations*, *Monitoring and Evaluation*, *Technical Learning and Application*, and *Business Development Group*. Enterprise systems currently involved in the subawards/grants lifecycle include Business World ERP (Enterprise Resource Planning), QuickBooks, FARIS (custom developed data interface between QuickBooks and Business World), in addition to project specific solutions internally developed such as SAFYRA (project specific grants management software used in Colombia office) as well as use of MS Excel for Subawards/Grants data entry and performance/milestone tracking. These systems do not share common data stores, integrate, or talk to one another.

We are looking for a solution with multi language capabilities, that would be **ACDI/VOCA's single subawards & grants management system** of record for the entry, management, and processing of subaward data and documents for the full subaward and grants management life cycle from solicitation to closure, and, importantly, current, and historical data and analytics on subaward/grants performance. The system would need to support ACDI/VOCA's efforts to accurately track the subaward administrative process (solicitation, evaluation and selection, co-creation, award, and monitoring) and interface directly with financial systems and data associated with subaward milestones, budgets, and expenditures for financial tracking. This would include 1) reconciling subawards and grants financial data between systems; 2) subaward financial expenditure and budget tracking; and 3) generating accurate and timely financial reports for internal use or to meet compliance requirements of project donors or federal non-profit reporting requirements.

System and data use case examples include dashboards with subawards/grants financial and programmatic performance data by project, as well as across all projects. In preparation for the adoption of a new subawards management solution, ACDI/VOCA has completed a year-long project to document current and future state business process models, data flows, workflows, roles and responsibilities, system interfaces, user pain points and current state gap analysis. These work products inform our analysis of alternatives and fit-to-need for a new solution and will provide the vendor selected with a strong base of capability requirements as a head start for an anticipated rapid, robust, and efficient system implementation.

Note: While the terms “subawards”, “grants” and “subawards & grants” may be used in the document interchangeably, in all cases we are looking into solution that will be **single subawards & grants management system**.

## II. PURPOSE

The overall objective of the RFP process is to identify a Single Subawards & Grants Management solution with multi language capabilities for data, workflow and document management for: 1) creating subaward/grant solicitations; 2) evaluating, scoring and managing subaward proposals and grant applications from prospective subrecipients; and 3) establishing and managing grant awards, subawards, and a variety of contracts through their entire life cycle from receipt/set-up through project close out. The solution must fulfill the requirements set forth in this document prioritizing ease of use in the field by projects and for aggregation and tracking of partner performance data across projects from the Home Office.

### A. SCOPE OF WORK

The main deliverable of this contract shall be implementation and configuration of either a Commercial off-the-shelf (COTS) Software as a Service (SaaS), Platform as a Service (PaaS), or cloud-based Subawards & Grants Management System (“System”) that meets system and business requirements as outlined in Business and Technical, Functional and Security Requirements as well as training system.

Overall system objectives:

**Subawards/Grants Planning.** The System shall feature a centralized program management and planning capability. This capability shall include creation of subawards/grants solicitations (including multistage solicitations); maintenance of embedded workflows and online application forms for prospective subrecipients; and development of approval processes with streamlined grant assessment workflows; creation and maintenance of various system data-input forms pertinent to the grantmaking process such as but not limited to, managing solicitation open and close dates, publish documents from system data, update proposal/application guidelines, and offer new grant opportunities. Create and publish online grant application forms for grant programs. Allow in-system pre-screening of applicants with initial eligibility criteria. In system requests for amendments to be sent to applicants with instant notification links taking them directly to page with inquiry. Note, across ACDI/VOCA projects, there are a lot of discrete nuances in the way subawards, and grants processes are themselves structured, and the approaches are not necessarily standardized, so the system should have the ability to adapt and configure for each country/project context. A key system objective is user managed business rules for data and workflow management in compliance with field project grant policies.

**Proposal Assessments.** Online creation of customized assessment and evaluation criteria in the system. Track assessment outcomes through a grant management dashboard. Maintaining real-time visibility across all grant rounds with report generation options for key stage of the grant application and assessment process. Monitoring application statuses with assessment workflows, tasks, and notifications; ideally this should also include ability to categorize applicants according to their application status (i.e. do not move forward, co-creation, co-design, etc.).

**Execution and Award Delivery.** Ability to generate and share MS Word or pdf contracts, letters of offer, and other official documentation directly from subawards/grants management system throughout the award lifecycle, including the grant/subaward contract development and negotiation/co-creation phase. Ability to track and view contract milestone progress with workflows to maintain visibility throughout portfolio, including managing all subaward/grants contracts, timeframes, approvals, and renewals. Document and track contract modifications and provide the ability for active awards to change key contract performance components in accordance with a “pause and reflect” adaptive subaward/grant management approach as promoted by USAID and other large donors in the industry. Grant/Subaward development forms must be capable of adapting to preexisting contract mechanisms (e.g. Fixed Amount, In Kind Items, Cost Reimbursement etc.)

**Track Financials Performance and Milestones.** Complete visibility with capabilities to search and view any information on subaward/grant agreements, including visibility over payment and grants milestones, with control of funding allocations, budgets, and payment forecasts. Project grant managers’ ability to use the system to manage and organize grants milestones, agreements, due dates, and generate status reports. The system should track completion of required monitoring activities such as completion of site visits, completion of policy or procedural document development, etc. Automatic alerts must be provided

for key dates from grant schedules for deliverables, reporting, and other contractual milestones, as well as for ongoing grant/subaward compliance warnings and financial burn conditions.

**Complete Reporting capabilities.** Capabilities for Grant recipients to submit financial and programmatic reports through secure external facing subrecipient portal and receive feedback on their performance, outputs, outcomes, and financials from the project staff. Ability to link grant funding to programmatic outcomes by tracking expenditure against performance milestones.

Systems need to have the ability to generate reports from the system to meet our Federal reporting requirements. The system will therefore need to include datapoints such as subrecipient non-profit status, small business status (which ideally would be pulled directly from sam.gov using the UEID at the time of report generation), and other relevant criteria. Detailed Federal reporting data point and integration requirements were included in the ACDI/VOCA process modeling and gap analysis project.

## B. REQUIREMENTS

### High Level Business/Functional Requirements

#### TOP 3 OBJECTIVES FOR ACQUISITION OF A NEW SYSTEM

1. Improve speed of subaward development over current tools without sacrificing data quality or negatively affecting prime award or contract financial performance.
2. Improve adoption and usage of a system across all A/V field office projects.
3. Improve system ability to change and adapt processes to advancements in environment and market systems.

#### “MUST HAVE” HIGH LEVEL SYSTEM FUNCTIONAL REQUIREMENTS

1. Centralized integrated management of data for all phases of the Subaward Management Lifecycle from Design to Closeout
  - a. Planning & Design
  - b. Solicitation
  - c. Proposal/Application
  - d. Subaward Negotiation
  - e. Subaward Execution Monitoring and Tracking
  - f. Subaward Close Out
2. Multilevel user access - different users/roles having different permissions access levels to information as well as ability to approve documents and the completion of major subaward management workflow phases online.
3. Support all types of Subawards (not a procurement)
  - a. Contracts and grants including In-Kind, Cost Reimbursable, Fixed Obligation with options for changing subaward mechanism during execution phase consistent with adaptive management and project subaward management policies and business rules
4. Generate documents from data in system using customizable built-in templates at the project level.
5. Integrated document management via SharePoint engine: Upload external documents and automatically link them via metadata to record identifier data (e.g. subrecipient, solicitation, proposal/application, subaward & modifications) for all document types, with ability to easily view all documents for a project, solicitation, proposal/application, subaward, and applicant/subrecipient from the respective system data management form.
6. Support Market Actor Umbrella Agreements and related subaward agreements (multi-level, multi-phase, similar to an IDIQ/Task Order model)
7. Ability to aggregate financials by solicitation, subaward, subrecipient organization, A/V prime award/project and workorder, to include leader/associate type prime awards; both within and across projects based on user query criteria and data permissions.
8. Multilingual forms, menus and reports as well as master/reference data.
9. Multicurrency – track values in local currency and USD equivalents with variable exchange rates at the field level
10. Integrated payment controls to ensure authorization to pay based on fulfillment of subaward obligations/achievement of outcomes and funding availability.

11. System reporting of projected subaward obligations and expenditures for all subaward types (month, quarter, and annual periodicity)
12. Ability to send a link to another party for signature as well and automated printing ability once agreement/report, etc. is executed. Supports electronic signature, authorized internal and external parties with business rules that include existence of signature authorization.
13. Graduated role-based data and document permissions, including approved implementing subrecipient partners and contractors.
14. Ability to group and process applications and subawards by tranches/rounds including intra tranche scoring lines (cutoffs)
15. Support adaptive management of subawards with flexible modifications to award (e.g., conditional phases or milestones)
16. Record special award conditions and track compliance.
17. Record and track subrecipient contributive cost sharing at the subaward budget line-item level.
18. Categorize/rate subrecipient performance per award and per subrecipient organization for cross project and historical data reporting.
19. Automated workflows and notification of actions needed based on existing ACDI/VOCA RACI (roles and responsibilities) model for subaward management.
20. Automated system warnings for business rule violations related to budget/funding/expenditures by project, subaward, and contract line item.
21. Data, forms, reports, and business rules can be customized by field office project based on project requirements and data is segregated/firewalled between projects, but is available for aggregate analysis for those with permissions.
22. User system training is available.
23. System Admin training is available.

### Non-Functional/ Technical Requirements

#### “MUST HAVE” TECHNICAL REQUIREMENTS

1. Integrated ACDI/VOCA Single Sign On (Authentication through MS Azure AD)
2. Automated data field level “undo/redo”
3. Live project level data backup and online data redundancy (automated and on demand) with 30 days retention minimum
4. Data privacy (PII and financial data security) with encryption in transit and at rest (see Security Requirements below)
5. 24x7 availability system support, 4 hrs. maximum recovery time (field projects across all global time zones).
6. Browser based operation must support updated versions of major browsers Chrome, Edge, Firefox, and Safari in safe configurations.
7. Assign permissions to roles and users to permissions groups.
8. Screen loads must resolve in 5 seconds minimum, and form saves completed in 5 seconds for user with 10MBS Bandwidth or better.
9. User and system activity logging (store for at least 6 months) tracking user logins and session duration at a minimum; tracking of system performance data/telemetry (areas of usage and response times) is ideal
10. Vulnerability assessment, SOC 2 compliance, penetration testing and patch management process in place (at least once a year)
11. Mobile device (tablet and/or smartphone) access preferred.

**Authorized Users.** Subject to the terms of the Contract resulting from this RFP, Contractor shall grant ACDI/VOCA a renewable, irrevocable, nonexclusive, royalty-free, worldwide right for ACDI/VOCA and its employees, contractors, agents, or any other individuals or entities authorized by ACDI/VOCA (each an “Authorized User”) to access and use the Services and all data contained in the system.

**Changes in Number of Authorized Users.** ACDI/VOCA plans to license an initial **300 Authorized Users**. ACDI/VOCA will be entitled to increase or decrease the number of Authorized Users on an as-requested basis. Should ACDI/VOCA elect to change the number of Authorized Users, the Parties shall adjust the prospective Services fees accordingly.

**Development and Test Environments.** In addition to production use of the Services, ACDI/VOCA must be entitled to one development and one test environment for use by Authorized Users at no additional charge. Such a non-production environment

shall have the same data storage and processing capacities as the production environment. Contractor shall cooperate with ACIDI/VOCA's requests in managing the non-production environment such as refreshing ACIDI/VOCA's Data upon request.

### **SECURITY REQUIREMENTS**

- Ability to protect confidential and Personally Identifiable Information (PII). Must be able to demonstrate how this is done for other customers.
- GDPR, HIPAA compliance – Must be able to provide type, scope, and date for all relevant certifications. Commitment to return or destruction of confidential information upon contract termination procedures.
- Data protection controls – must provide evidence of where data is stored, what encryption is used, how keys are controlled, how backups are scheduled and protected.
- Disaster recovery procedures are in place and recovery is tested regularly.
- Security measures for the operational/production environment are adequate and the same for other environments, i.e., development, test.
- Access Control-User Account management/roles & permissions, single sign-on and integration with Azure Active Directory, multi-factor authentication mechanisms that are available, separation of administrative roles. Must describe the capabilities and auditing of roles performed. Vendor/contractor and ACIDI/VOCA users must have unique roles.
- Audit records and logs of all system and data changes must be generated by the system and retained for at least 3 months.
- There must be no outsourcing of the development of the product or provision of the service without notification and approval by ACIDI/VOCA.
- Must provide security breach notifications to ACIDI/VOCA within a reasonable time period.
- Must retain cyber insurance in parameters appropriate for the above-described service.
- Must notify ACIDI/VOCA of any changes that could impact the Contractor risk status, e.g., mergers, acquisitions, divestitures, internal process modifications, negative news, business continuity triggering events, product updates, new regulations, employee reductions.

### **C. QUESTIONS FOR CONSIDERATION**

The questions below outline questions aimed at vetting the depth and breadth of each vendor's implementation experience.

#### **Questions on Background, Qualifications and Experience:**

How old is your company?

How large is your company?

What experience do you have in non-profit/international development industry?

Who are some of your most notable clients?

How are they similar to ACIDI/VOCA?

What is your total number of clients or product deployments? How familiar are you with our donors – USAID, USDA?

What, if any, qualifications, or certifications do you have? – ISO, CMMI, HiTrust/CMMC/NIST certified or independent reviews, etc.?

What is your Philosophy and approach to client relationships?

How do you partner with clients effectively?

What is the average size of a deployment team/support team for a client?

What is the average ratio of customer service reps to customers?

How many developers do you have?

How many project managers?

What certifications do your employees have?

What is the average number of years of experience of your employees by role?

#### **Questions on Methodologies:**

What methodologies do you use for the following?

• Configuration • Custom Development • Testing • Project Management/Implementation • Employee training and Change Management

What are the main deliverables you provide for an implementation?

How do you adapt your tools/process to best integrate user feedback?

Can you provide examples of completed work products/deliverables?

How do you typically communicate performance on schedule, budget, and scope completion?

How do you escalate issues and risks?

**Questions on Information Security:**

Do you have a CISO or other accountable executive for information security?

Do you provide an Information Security Policy or similar document indicating an overall approach to security? In case of subcontractors, please provide an overview of the security controls/safeguards that the subcontracting party(ies) will implement.

Do you have a Security Steering Committee to guide the security program?

Do you provide compliance evidence for security program implementation?

Do your employees have annual awareness training and sign an Acceptable Use Policy?

Has this product/service experienced any vulnerabilities? If so, how were they addressed?

Describe what aspects of the service are configurable and how the product/service will interconnect with ACDI/VOCA systems.

If APIs will be used, verify that APIs are versioned with changes announced.

Has this service experienced any incidents? If so, describe the incident and how it was handled.

Can you provide evidence of periodic independent system testing (not more than 2 years old) that matches the scope to be used by ACDI/VOCA?

Does your system testing indicate unremediated critical or high findings?

Describe Service Level Agreement terms including Uptime/Availability.

Are there any limitations or cost fluctuation on services, i.e., amount of data stored, usage volume?

Please provide a clear statement that data remains the property of ACDI/VOCA.

Please provide your Privacy Policy.

#### D. DELIVERABLES

ACDI/VOCA expects the selected vendor to conduct a discovery phase to further flesh out the requirements of the solution. Upon completion, the vendor should submit their completed functional, technical, and security requirements and design for approval to ACDI/VOCA. After the design and plan is approved, the vendor will implement the solution.

Deliverables include:

- Detailed requirements for the solution
- Design/ Prototype for the solution
- Project plan for the solution
- Completed solution with test results mapping back to requirements.
- Training with training documentation.
- Weekly status updates to review project.

### 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 a purchase order 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:

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#### 1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

Demonstrate capabilities and technical experience by providing the following:

- General background and qualifications of your company
- Proposal for work to be done along with vendor's approach for completing the work
- Responses to each listed scope requirement and questions for consideration
- A reference list of similar clients
- Pricing for the work to be done
- Projected kickoff date and timeline for the project
- Other general information you may deem applicable

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#### 2. PROJECT STAFFING

Vendor will need to demonstrate that the organization staff working on this project for ACDI/VOCA have experience and credentials for the technology platform and environments used for system implementation.

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#### 3. COST PROPOSAL

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

Vendor cost proposal should include a five year (broken out into the costs for development and implementation period and for maintaining the system after implementation) cost projection describing all costs:

- Software licensing fees
- Design and implementation costs and configuration and customization (if applicable)
- Training costs
- On-going support and maintenance costs
- Any optional pricing identified in cost proposal submission.

Data migration is not considered in scope for this project.

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#### 4. REFERENCES

Please include three client references and contact information. References should have worked with your company within the past five 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 filed/submitted electronically and identified as such. 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 proposal in the PDF formats to:

ACDI/VOCA	
<b>Attention:</b>	Sharon Ball
<b>Email:</b>	Sball@acdivoca.org

**Faxed offers are not acceptable.**

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

	Contractual	Technical
<b>Name:</b>	Sharon Ball	Anar Khalil
<b>Email:</b>	Sball@acdivoca.org	AKhalil@acdivoca.org

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

#### V. CRITERIA FOR EVALUATION

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

- o Written approach and completeness of the proposed solution that matches the specified technical and functional requirements (40 points)
- o Demonstrated experience providing similar solutions (30 points)
- o Strong reference base with similar organizations (10 points)
- o Cost effectiveness of the approach (20 points)

The evaluation committee will review the technical proposal based upon the technical criteria listed above. The cost proposals will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs and the budget's cost-effectiveness and determine if they 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

### PHASE I: INITIAL REVIEW

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.

### PHASE II: TEST ENVIRONMENT

A certain number of shortlisted Offerors will be chosen to present to the ACDI VOCA selection team and formally demo their product. They will be notified via email and invited to do so.

ACDI/VOCA will request access for up to 20 users to the Demo Environment, where its users will be able to test the proposed solution over the period of two weeks. Upon completion of the test in Demo Environment, ACDI/VOCA will finalize its selection process.

### FINAL SELECTION

Once an Offeror has been chosen, a formal contract will be negotiated 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 at least 60 days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

#### F. MINIMUM OFFEROR QUALIFICATIONS

Offerors submitting proposals must (1) be officially licensed to do such business in the U.S. (*Note: the offeror can be registered in a foreign country; however, it should be able to conduct business in U.S.*), (2) be able to receive US Government funds and (3) not have been included in USG (US Government) restricted party lists. 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 (financial statements) to perform the contract
- Satisfactory records of performance history, integrity, and business ethics.

#### G. INTELLECTUAL PROPERTY RIGHTS

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

Appendix C: 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. Terms of Payment.** Subject to any superseding terms on the face hereof, Vendor shall mail the invoice to the address listed in Box 6 of the Purchase Order and be paid upon completion/acceptance of the required supplies/services. ***(A) TIMING OF PAYMENTS.*** Vendor shall be paid, in the currency on the face of this Purchase Order, within thirty (30) days after ACDI/VOCA’s receipt of an acceptable invoice and ACDI/VOCA’s acceptance of the completed products/services in accordance with ***(B) “Inspection and Acceptance”*** below, together with any required documents. ACDI/VOCA is under no obligation to pay Vendor’s invoices received later than 90 days after acceptance. Payment of Vendor invoices by ACDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Vendor may remain

subject to ACDI/VOCA and/or government/Client audit and subsequent adjustment. Vendor agrees to reimburse ACDI/VOCA for any costs disallowed by Client. **(B) INSPECTION & ACCEPTANCE.** (1) Vendor shall work within professional standards covering the work and shall make such inspections as are deemed necessary to insure Vendor compliance. (2) All deliveries shall be subject to final inspection by ACDI/VOCA. If deliverables or a service performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so requested by ACDI/VOCA. Vendor shall provide immediate notice to ACDI/VOCA of any potential failure on the part of its suppliers to provide supplies/services required. Vendor is responsible for any deficiency on the part of its suppliers. Vendor shall be responsible for any costs of procurement as may be necessary for ACDI/VOCA to secure the supplies/services as a result of Vendor's inability to perform that exceed the agreed upon price herein. **(C) LATE DELIVERIES.** In addition to any remedies available to it in the event of late delivery, ACDI/VOCA may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the total value of the Purchase Order.

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

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

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

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

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

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

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

**14. Indemnification.** The Vendor shall indemnify, and hold harmless each of ACIDI/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 ACIDI/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 ACIDI/VOCA Vice President of Quality and Compliance for a written decision. A claim by the Vendor is subject to a written decision by the Vice President of Contracts and Grants, who shall render a decision within 60 days of receipt of the Vendor's claim. If an equitable resolution cannot be resolved, both Parties agree to settlement by arbitration in accordance with the regulations of the American Arbitration Association in the District of Columbia, USA. The non-prevailing Party (as determined by the arbitrator) in the arbitration shall pay all of the associated costs, expenses, and attorney's fees in connection with the arbitration and the cost of the arbitrator and any accountants or advisors which the Parties agree to employ for the benefit of the arbitrator. The Subcontractor will proceed with performance of this Purchase Order pending final resolution of any claim.

**16. Changes.** ACIDI/VOCA may - with the consent of the Subcontractor - make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subcontract scope of services. ACIDI/VOCA may make unilateral changes, with prior written notice to the Subcontractor, to this Purchase Order by written order issued by ACIDI/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, ACIDI/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 ACIDI/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 ACIDI/VOCA or within such extension of that 30-day period as ACIDI/VOCA, in its sole discretion, may grant in writing at Subcontractor's request prior to expiration of said period. The Subcontractor will not proceed with any changes unless notified to proceed in writing by the Prime Contracting Officer.

**17. Certifications.** Vendor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury or UN Security Council Committee 1267 sanctions list; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: [www.sam.gov](http://www.sam.gov); <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; and [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Vendor may not charge under this Purchase Order any item which has a source/origin from any restricted countries or prohibited sources, as designated by the U.S. State Department. Further, ACIDI/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 ACIDI/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 ACIDI/VOCA without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

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

**20. Compliance with Foreign Corrupt Practices Act.** By accepting and implementing the terms of this agreement with ACIDI/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 ACIDI/VOCA or the programs it implements. Further, the awardee and/or contractor agrees to report any suspected improper payment or activity to the ACIDI/VOCA Chief of Party or through the ACIDI/VOCA Ethics Hotline <https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html>

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

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

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

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

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

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

**FEDERAL TERMS AND CONDITIONS**

This agreement is issued under a U.S. Government Prime Contract. Applicable clauses set forth below are incorporated by reference into this agreement with the same force and effect as if they were set forth in full. A full copy of each clause may be obtained from the 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**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
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	52.203-7	Restrictions on Certain Foreign Purchases	52.225-13
Taxpayer Identification	52.204-3		
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 with Contracts Debarred, Suspended or Proposed for Debarment	52.209-6	Rights in Data – Special Works	52.227-17
		Payments Under Time & Materials/Labor Hour Contracts	52.232-7
		Disputes, Alternate I	52.233-1
		Restrictions on Severance Payments to Foreign Nationals	52.237-8
Material Requirements	52.211-5	Stop Work Order, Alternate I	52.242-15
Liquidated Damages (1% of Contract Value/Day)	52.211-11	Government Delay of Work	52.242-17
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.213-4	Changes-Fixed Price	52.243-1
Order of Precedence	52.215-8	Subcontracts	52.244-2
Convict Labor (U.S. POs only)	52.222-3	Inspection of Supplies – Fixed Price	52.246-2
Child Labor- Cooperation With Authorities and Remedies	52.222-19	Contractor Liability for Personal Injury and/or Property Damage (applies only to POs for transportation services)	52.247-21
Walsh-Healy Act	52.222-20	Contract Not Affected By Oral Agreement	52.247-27
Prohibition of Segregated Facilities	52.222-21	Preference for U.S.-Flag Air Carriers	52.247-63
Affirmative Action Compliance Equal Opportunity	52.222-25	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
	52.222-26	Termination For Convenience of the Government (Fixed Price)	52.249-2
Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans (for POs over \$100,000 only)	52.222-35	Termination (Cost Reimbursement) (for any cost reimbursable elements)	52.249-6
Affirmative Action for Workers With Disabilities	52.222-36		
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	52.222-37		

**THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
Service Contract Act	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**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>



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

**THESE CLAUSES APPLY TO USAID CONTRACTS**

<b>CLAUSE TITLE</b>	<b>AIDAR CITE</b>	<b>CLAUSE TITLE</b>	<b>AIDAR CITE</b>
Organizational Conflicts of Interest After Award	752.209-71	Marking	752.7009
Language and Measurement	752.211-70	Family Planning and Population Assistance Activities	752.7016
Source, Origin and Nationality (See AAPD 12-03)	752.225-70	Health and Accident Insurance for AID Participant Trainees	752.7018
Local Procurement	752.225-71	Conflicts Between Contract and Catalog	752.7022
Insurance – Liability to Third Persons	752.228-07	Required Visa Form for AID Participants	752.7023
Salary Supplements for Host Government Employees	752.231-71	Approvals	752.7025
Government Property – USAID Reporting Requirements	752.245-70	Personnel	752.7027
Title To and Care of Property	752.245-71	Acknowledgement and Disclaimer	752.7034
		Public Notices	752.7035

APPENDIX C. TECHNICAL PROPOSAL SUBMISSION SHEET

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

Date of Technical Proposal:	
RFP Number:	
RFP Title:	

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

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

TYPE OF BUSINESS/INSTITUTION (CHECK ALL THAT APPLY)

Offeror certifies that it is:  Non U.S. Owned/Operated  Government Owned/Operated  
 (If Non U.S. Owned/Operated is selected, continue to Anti-Terrorism Certification)

**OR FOR US ORGANIZATIONS ONLY:**

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

ANTI-TERRORISM CERTIFICATION

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

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

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

**Proposal Authorized By:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

