



REQUEST FOR PROPOSAL

Business Development Technical Support Services

A0072 2024 BDG BPA-001

Under

ACDI/VOCA Business Development Group

RFP Release Date:	4/23/2024
Performance Period:	6/8/2024 - 6/7/2025 Option periods: 6/8/2025 - 6/7/2026 6/8/2026 - 6/7/2027
Proposal Submission Deadline:	6/7/2024 – 5:30 PM EDT
Question/Inquiry Submission Deadline:	5/7/2024 – 5:30 PM EDT

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I. INTRODUCTION

A. COMPANY BACKGROUND

Based in Washington, D.C., ACDI/VOCA is a nonprofit international development organization that delivers technical and management assistance in economic opportunity, social inclusion, sustainable agriculture and food security, and resilience to promote broad-based economic growth and a vibrant civil society. For more information, go to www.acdivoca.org.

B. PROGRAM BACKGROUND

The successful bidder will work with ACDI/VOCA's Business Development Group (BDG), the company's central new business unit. We are a strategic group deeply committed to excellence as we support our company's efforts to address issues of food security, economic prosperity, and social inclusion through locally driven market solutions. In addition to other responsibilities, our division guides management, writing, pricing, recruitment, and regulatory compliance of competitive bids. BDG also oversees the production of all proposals, which includes proposal editing, formatting, and final packaging. The successful bidder's main point of contact will be ACDI/VOCA's Senior Director Capture and Proposal Management, Yvonne Abuto, or her designee.

II. PURPOSE

ACDI/VOCA is looking to engage one or multiple individuals and/or firms to provide services during capture and proposal preparation business development phases as part of a blanket purchase agreement (BPA). We are seeking seasoned proposal professionals with at least five years of experience responding to United States Government (USG), specifically the United States Agency for International Development (USAID) and the United States Department of Agriculture (USDA), Requests for Applications (RFAs) and Requests for Proposals (RFPs).¹ Services may be required on evenings, weekends, and holidays, as well as during normal business hours due to the nature of proposal submissions and the urgency of deadlines.

The BPA will support new business initiatives in the capture and proposal preparation business stages. The purpose of the BPA is to establish and agree upon all terms and conditions, including unit rates, which will be binding in the event ACDI/VOCA issues Task Orders. The intent is to streamline the ordering process and eliminate the need for repetitive negotiation and issuance of stand-alone contracts for the provision of proposal services. ACDI/VOCA anticipates awarding multiple BPA contracts, with at least one of those awards to go to a certified US small or disadvantaged business concern. The award of a BPA contract does not guarantee a minimum order. The ordering of services will only occur at the Task Order level.

A. SCOPE OF WORK

The selected firm(s) will deliver any or all of the following proposal services on an as-needed basis:

- Editing Services, specifically:
 - Basic Editing Services, including:
 - "One voicing" proposals – e.g., using the same types of words, phrasing, tenses throughout to make it appear that it was written by a single author.
 - Copy editing for grammar, punctuation, etc. in accordance with the ACDI/VOCA internal style guide.
 - Formatting proposals in accordance with the ACDI/VOCA proposal template and solicitation, if applicable or as required.
 - Substantive Editing Services, including all of the "basic editing services," as well as:
 - Editing to ensure proposal is clear, concise, credible, compelling, and client-focused.
 - Making sure the various components and technical and management sections are consistent with each other, including the various technical annexes, when required, to reflect the technical approach.
 - Cutting unnecessary text to bring proposals within page count.

¹ ACDI/VOCA and its affiliates also respond to and may require support for solicitations and invitations from other donors, including Millennium Challenge Corporation/Accounts, World Bank, Inter-American Development Bank, Bill & Melinda Gates Foundation, private corporations/foundations, and others.

- Improving text for emphasis and readability, i.e., adding in headers when needed, bolding for emphasis, changing text to bullet points for easier reading.
- Proposal Production Services, including:
 - Constructing full proposal volumes from disparate parts, working with proposal teams to ensure all required sections of proposal (according to solicitation) are complete and included.
 - Formatting proposals in accordance with solicitation requirements and ACIDI/VOCA proposal template.
 - Conducting and facilitating final quality checks, and synthesizing feedback from team into final, submission ready version of proposal.
- Proposal & Capture Management Services, including:
 - Ensuring that capture and proposal teams' efforts apply industry and ACIDI/VOCA best practices to ensure a quality, competitive, and responsive submissions. The Proposal Management role works in partnership with the Proposal Leader (PL) to customize the application of best practices to the unique needs of each bid.
 - Working with the PL and capture/proposal team to evaluate all elements of the bid, particularly including competitive landscape, teaming, staffing, and cost.
 - Working primarily with the PL to ensure tasks and activities are progressing on schedule; reaching out proactively to any team member if there is a potential concern that a deadline may be missed; and making recommendations to ensure timely resolution of any issues.
 - Creating the initial calendar and proposal outline within our standard proposal template within 48 hours of solicitation release. Review with the PL and Technical Writer (TW) to finalize the outline so that it is available for the kick-off meeting.
 - Creating a Technical Compliance Matrix and conducting technical compliance reviews of all evaluated sections (including annexes, if scored) in parallel with first or subsequent draft(s).
 - Facilitating all milestone activities, including color reviews, as well as regular team check-ins.
 - Working with the PL, manage the key issues resolution plan to ensure timely resolution.
- Technical Writing Services, including:
 - Overall responsibility for developing compelling and compliant technical proposal and presentation documents, as assigned.
 - Supporting writing, copyediting, and formatting for additional proposal efforts and support sections as a contributing writer.
 - Closely collaborating with PL, Subject Matter Experts (SMEs), and partners/consultants to gather information needed to write assigned sections.
 - Coordinating efforts of contributing writers and SMEs contributing to assigned sections; integrating contributions into one, cohesive technical proposal that showcases our win strategy and meets client needs and solicitation requirements.
 - Incorporating draft and color review feedback from PL, Department Head (DH), and color reviewers into each draft iteration.
 - Drafting sections and subsequent drafts that are compliant with the solicitation, responsive to client needs, persuasive, and are an excellent presentation of our win strategy.
- Cost & Pricing Services, specifically:
 - Developing responsive, accurate, solicitation-compliant budget and cost narrative reflective of the technical design for assigned cost proposals within established proposal deadlines. This includes ensuring accurate and compliant cost submissions from proposed subs.
 - Supporting cost capture efforts, including research and documentation of in-country cost components.
 - Ensuring the use of best practices and policies, solicitation requirements, and client policies, consistently.
 - Incorporating draft and color review feedback from PL, DH, and color reviewers into each draft iteration.
 - Identifying discrepancies and/or gaps and escalate to proposal leadership with recommendations for solution.
- Recruitment Services, specifically:

- Sourcing, identifying, and screening potential candidates who meet the position requirements for various technical assistance projects around the world.
- Drafting and placing advertisements and reaching out to potential candidates who have relevant skills and experience. Monitoring responses and following up with the interested applicants.
- Broadcasting emails to industry networks and other relevant groups to increase applicant traffic.
- Preparing a narrative summary of qualifications for each finalist that highlights their relevant skills, experience, and achievements.
- Formatting CVs of the finalists according to solicitation requirements and ACDI/VOCA standards.
- Proposal Oral Phase Presentation Coaching Services, specifically:
 - Scheduling and leading oral presentation coaching sessions with each presenter, both individually and as a group, and providing feedback tailored to each presenter and to the cohesiveness of the presentation.
 - Developing questions for and leading mock Q&A sessions, with appropriate ACDI/VOCA staff, and assisting presenters in preparing responses to likely client questions.
 - Assisting in the preparation of the content of the presentation by serving as an additional color reviewer, evaluating proposal content against solicitation requirements, and ensuring that any weaknesses identified from the previous phase (e.g. Concept Note) have been sufficiently addressed.

B. DELIVERABLES

Successful offerors will be responsible for quality deliverables on time per the requirements of the scope of work included in the Task Order.

III. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a BPA to one or more Offerors. The BPA will have a base period of 1 year and 2 one-year options, which will be exercised at the discretion of ACDI/VOCA. During each option year renewal period, ACDI/VOCA reserves the right to accept proposals from new offerors and on-ramp new contractors.

Throughout the performance period of the BPA contract, ACDI/VOCA will issue Task Orders. Preference will be to compete and issue Task Orders from all qualified BPA contractors when the estimated value of the Task Order exceeds \$30,000. ACDI/VOCA does reserve the right to issue Task Orders directly to one BPA Contractor without further competition when deemed in the best interest of ACDI/VOCA or its client. Competition will be conducted under a Request for Quotation (RFQ). Issuance of Task Orders will be based on contracted rate and availability for services.

The 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 as described in the attached terms and conditions.

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 all specifications and instructions in the RFP. Failure to do so is at the Offeror's risk. Interested Offerors must provide the following, as applicable to the service categories of their interest:

1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

Demonstrate capabilities and technical experience by providing the following, as applicable, to service categories of interest:

All Service Categories:

- a) Capabilities Statement: Provide an overview of the Offeror's capabilities, experiences, resources, support, and any current/recent experience for conducting similar scopes of work as described in Section II A) Scope of Work. 3 pages maximum.

- b) CV Review (as specified in Section IV A.2 Project Staffing). ACIDI/VOCA also reserves the option to require a remote interview for finalists per review of CV.

Editing and/or Proposal Production Services Categories:

- c) Provide a turnaround timetable (template below), as relevant to the services of interest:

Editing Service requested	# pages Offeror could complete in a day
Basic Editing Services only (as described in Section II (A) Scope of Work)	
Substantive Editing Services (as described in Section II (A) Scope of Work)	

Proposal Production Service requested	# pages Offeror could complete in a day
Proposal Production Services only (as described in Section II (A) Scope of Work)	

- d) Editing and/or Production Test: Review and substantively edit the Editing and/or Production Test provided as an attachment to this RFP (Appendix D). All edits should be completed in the Word document, using tracked changes, and any comments should be made in comment bubbles.

Proposal & Capture Management Services Category:

- e) No additional materials requested.

Technical Writing Services Category:

- f) Provide a writing sample, at least 2 pages in length, single spaced, that demonstrates technical writing competency, both technical expertise and persuasive writing ability (compelling, clear, concise, credible, and client-focused) in the global development context, with a preference for ACIDI/VOCA’s technical areas.

Cost & Pricing Services Category:

- g) No additional materials requested.

Recruitment Services Category:

- h) No additional materials requested.

Proposal Oral Phase Presentation Coaching Services Category:

- i) No additional materials requested.

2. PROJECT STAFFING

In addition to the hourly rate cap chart, offerors must include an illustrative roster which should correspond to the services to which they are responding. For each service, Offerors must list at least 3 people per level, for every level of seniority being proposed [i.e., Senior, Mid, and Junior] (e.g. resulting in at least 9 total illustrative staff if proposing all 3 levels, at least 6 if proposing 2 levels, etc). Individuals on this roster can provide multiple services at a given level or be listed at different levels for different services (e.g., company A has 1 person who would be a mid-level editor, a senior-level proposal manager, and a junior-level recruiter). As supporting documentation, CVs must be provided for each named consultant. Offerors need only provide named consultants for the service categories for which they are applying. As noted in section II. A, offerors can apply for any or all of the requested proposal service categories. Please see below for format, and example.² All proposed personnel should be fluent in English.

Illustrative Consultant (Name, Sr/Mid/Jr)	Editing		Formattin g	Management	Writing	Pricing	Recruitmen t		Coaching	Additional Skills, language, etc.
	Basic Editing Services	Substantive Editing Services	Proposal Production Services	Proposal & Capture Management Services	Technical Writing Services	Cost & Pricing Services	Recruitmen t Services	Proposal Oral Phase Presentation Coaching Services		

² Individuals applying as independent consultants should complete the table indicating which services they are applying for and at which level they qualify and should submit only their own CV.

Ex: John Smith	X	X		X					X	Fluent Spanish
Ex. Ngozi Diallo				X	X	X				Professional French, Advanced Excel
Ex: John Smith			X							Fluent Spanish
Ex. Lee Khan	X		X	X			X			Advanced Russian, Basic Publisher

Offerors must confirm staff’s availability to work during normal business hours as well as nights, weekends, and holidays. Offerors should provide the number of hours/days advance notice they require for night, weekend, and holiday work assignments.

3. COST PROPOSAL

Offerors will submit proposed loaded ceiling rates with their proposals as a separate file, labeled “Proposal Cost Rates [Offeror’s Name].” During the life of the contract, contractors may offer rates lower than the rates provided in the BPA but may not exceed these rates. The proposed ceiling rates should be inclusive of all indirect costs and should be broken down by the level of seniority of the proposed resource and the service offered. Offerors are required to provide their definition of “Junior,” “Mid,” and “Senior” which will be used throughout the life of the contract.

Budgets should be submitted in the currency in which your organization is located and will be paid; please clearly include in your budget the name of the currency as well as the rate of conversion used when compiling your rates. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price analysis.

Offerors should include a proposed hourly rate for all work outlined in Section II A. Scope of Work. Costs should be broken down in the following categories:

Hourly Rate Cap - Year 1											
	Editing				Formatting		Management	Writing	Pricing	Recruitment	Coaching
	Basic Editing Services (Less than 48 hours’ advance notice)	Basic Editing Services (More than 48 hours’ advance notice)	Substantive Editing Services (Less than 48 hours’ advance notice)	Substantive Editing Services (More than 48 hours’ advance notice)	Proposal Production Services (Less than 48 hours’ advance notice)	Proposal Production Services (More than 48 hours’ advance notice)	Proposal & Capture Management Services	Technical Writing Services	Cost & Pricing Services	Recruitment Services	Proposal Oral Phase Presentation Coaching Services
Senior											
Mid											
Junior											

*Rates must be valid through June 7th, 2025.

Offerors will propose their ceiling annual escalation rate for years two and three. Escalation will be year-over-year and automatically applied based on the start of the calendar year. Where ceiling rates may be calculated as partial figures, ACDI/VOCA will round to the nearest dollar. In the event of the US Consumer Price Index (CPI) exceeding 4% at the start of the calendar year in any option year, escalation rates may be increased by an

additional 2% for the year (i.e., proposed escalation + 2%).³ At the start of the next year, the escalation will return to the amount proposed by the contractor.

4. REFERENCES

Please include three (3) client references and their contact information. References should have worked with your organization within the past two (2) years in connection with the services applicable to this RFP (and if possible, the technical sectors of economic opportunity, social inclusion, sustainable agriculture and food security, and/or resilience).

B. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. The technical and cost proposals shall be submitted separately via e-mail to the Procurement Services Department, rfp@acdivoca.org. The subject line of the email should be the Offeror's name followed by 'RFP No. A0072 2024 BDG BPA-001'. Each file shall be clearly identified with 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. Faxed or hard copy 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
Name:	Sharon Ball	Yvonne Abuto
Email:	sball@acdivoca.org	yabuto@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 per application category:

- **All Application Categories:**
 - Company capabilities/past performance.
 - Proposed staff qualifications, degree of relevant experience demonstrated in CV and interview, if requested, and availability to work non-traditional hours, such as evenings, weekends, or holidays.
 - Cost.
 - Reference feedback on past work relevant to described scope.
- **Editing Services:**
 - Quality of Editing Test.
- **Production Services:**
 - Quality of Production Test.
- **Proposal & Capture Management Services:**
 - No additional evaluation categories.
- **Technical Writing Services:**
 - Quality of Technical Writing Sample.
- **Cost & Pricing Services:**
 - No additional evaluation categories.
- **Recruitment Services:**
 - No additional evaluation categories.
- **Proposal Oral Phase Presentation Coaching Services:**
 - No additional evaluation categories.

³ The 2% additional escalation based on CPI does not apply to independent consultants, only firms.

Technical Evaluation Matrix							
	Editing Services	Production Services	Proposal & Capture Mgt. Services	Technical Writing Services	Cost & Pricing Services	Recruitment Services	Proposal Oral Phase Presentation Coaching Services
Maximum Score	100	100	100	100	100	100	100
Score Breakdown:							
Statement of Capabilities	20 pts	20 pts	20 pts	20 pts	20 pts	20 pts	20 pts
Proposed Staff Qualifications and Availability	15 pts	15 pts	15 pts	15 pts	25 pts	15 pts	15 pts
Cost/Price	15 pts	15 pts	15 pts	15 pts	15 pts	15 pts	15 pts
Client References	20 pts	20 pts	20 pts	20 pts	25 pts	25 pts	20 pts
Editing Test	30 pts	N/A	N/A	N/A	N/A	N/A	N/A
Production Test	N/A	30 pts	N/A	N/A	N/A	N/A	N/A
Relevant Experience and Interview	N/A	N/A	30 pts	10 pts	15 pts	25pts	30 pts
Quality of Technical Writing Sample	N/A	N/A	N/A	20 pts	N/A	N/A	N/A

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 Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to ACIDI/VOCA.

Offerors may submit a proposal to any or all of the services described in this RFP. Failure to submit an offer for all services will not negate an award and awards will be based solely on services described by the offeror.

VI. SOLICITATION PROCESS

Once the RFP is released, the Offeror must prepare a formal proposal to be sent to the email indicated in Section IV B.1. The submitted proposals will be reviewed against the criteria for evaluation defined in Section V and rated on their ability to satisfy the requirements stated in this RFP. A preferred Offeror(s) will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror(s) and, if endorsed, the Offeror(s) will be eligible for work assignment under Task Orders. The award of a BPA Contract does not guarantee a minimum order. Ordering of services will only occur at the Task Order level. Task Orders may be subject to further competition through the use of an RFQ as described in Section III.

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 ACIDI/VOCA or its employees/agents, or if it is in the best interest of ACIDI/VOCA.

B. MODIFICATION OF RFP REQUIREMENTS

ACIDI/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 the 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 valid 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 provided in the RFP and negotiation process is contractually binding.

F. MINIMUM OFFEROR QUALIFICATIONS

Offerors submitting proposals must meet the following qualifications:

- (1) Must be officially licensed to do such business in the USA.
- (2) Able to handle confidential and sensitive information appropriately and with discretion.
- (3) Has not been convicted of a narcotics offense nor has been engaged in drug trafficking.
- (4) 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.
- (5) Not included in a US government watchlist (Sam.gov, OFAC, United Nations Security Council Consolidated List)

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.

G. INTELLECTUAL PROPERTY RIGHTS

All tangible or intangible property created or acquired under this contract shall be the exclusive property of ACDI/VOCA and the donor. The term "property" includes all data and reports associated with this engagement. Reference is made to Article 8 in the business terms and conditions attached in Appendix A.

As per Terms and Conditions, Article 5, Confidentiality (see Appendix A), all communications between ACDI/VOCA and awardees will be considered confidential and proprietary.

VIII. ATTACHMENTS

Appendix A ACDI/VOCA General Terms and Conditions – Applicable to BPA & All Work Orders

Appendix B Sample Invoice

Appendix C Technical Proposal Submittal Sheet

Appendix D Editing and/or Production Test

Appendix E Proposal Template for Production Test

Appendix F Solicitation Instructions for Production Test

Article 1. Period of Performance and Termination

(a) The period of performance of this BPA is as stated in Block I of the Specifications on the front page of this BPA Contract, unless terminated earlier by either Party hereto. The period of performance for each Work Order will be determined at the time of negotiation and award.

(b) Either Party may terminate this BPA Contract upon thirty (30) days' prior written notice. In the event of a material breach of the BPA Contract by Consultant, or in the event that ACDI/VOCA's Client terminates ACDI/VOCA's Prime Award, ACDI/VOCA's client does not approve ACDI/VOCA's Consultant, or Consultant is subject to any Suspension/Debarment or other action by the USG, ACDI/VOCA may terminate this BPA Contract immediately. In the event of termination of this BPA Contract, payment shall be made by ACDI/VOCA for reasonable costs incurred by BPA Contractor for any Work Orders issued up to the effective date of the termination.

(c) This BPA Contract may be amended, altered or changed only by a written modification signed by both Parties.

(d) ACDI/VOCA shall retain the right to direct Consultant to stop work ("Suspension") on any Task Order 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 Consultant may continue work absent direction to do so or a notice of termination at their own risk. Under no circumstances shall Consultant receive more than the original value of any issued Work Order.

"Termination": ACDI/VOCA reserves the right to terminate Work Orders when: (1) deemed in the best interests of its client; or (2) if the Consultant defaults in performing any Work 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 BPA Contract and individual Work Orders 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 any Work Order without further liability for articles not accepted by ACDI/VOCA. Work Orders Issued may be terminated at any time in the event Consultant 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. Consultant may be liable to reimburse ACDI/VOCA should ACDI/VOCA incur any additional costs as a direct result of such default termination.

Article 2. Scope of Services

Consultant shall perform the services as set forth in the Statement of Work attached to each Work Order issued. Consultant agrees that he/she shall make himself/herself available to the best of their ability to perform requested Services. Consultant agrees at all times to provide the Services in a timely and professional manner based on ACDI/VOCA's needs.

Article 3. Compensation

(a) ACDI/VOCA will compensate Consultant at the hourly rate, fixed daily rate or fixed reimbursement rate provided in Block II of the Specifications on the front page of this BPA Contract for time devoted to the Services authorized in issued work orders, and will reimburse the Consultant for such travel and other expenses as have been authorized in advance and included in work orders. The total amount of compensation to Consultant under this BPA, including authorized travel expenses and/or approved other direct costs, shall not exceed the amount in Section IV or V of the Specifications on the front page of this BPA depending on the contract type. If the compensation rate is specified as a "daily rate", the Consultant must perform Services at least eight (8) hours on that particular day; otherwise, the day is treated as a partial day. Partial days shall be compensated on an hourly basis calculated by dividing the daily rate by eight (8)]. ACDI/VOCA shall make any payments due for Work Orders Issued under this BPA Contract within thirty (30) calendar days after its receipt of a proper invoice from Consultant provided such invoice from Consultant conforms to the sample invoice attached as **Appendix B**. To ensure payment, unless otherwise specified by the Project Manager, invoices must be submitted monthly within 30 days from the end of the monthly billing period. The final invoice must be submitted to ACDI/VOCA within 30 days of the effective end date or termination of work orders issued under this BPA Contract and must be clearly marked as a "final invoice". Failure to submit invoices by these deadlines risks nonpayment. ACDI/VOCA must have a fully-signed copy of this BPA Contract, each associated Work Order, and other required documents on file in order for invoices to be paid. Dates of service on the invoice must be within the dates as outlined in Article 1.

(b) All travel costs incurred under Work Orders issued shall be in accordance with U.S. State Department travel regulations, including per diem rates.

(c) All taxes applicable to the proceeds received by Consultant shall be the liability of Consultant, and ACIDI/VOCA shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. ACIDI/VOCA shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by ACIDI/VOCA. In accordance with law, ACIDI/VOCA shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by ACIDI/VOCA to Consultant. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Consultant's responsibility to retain copies of expenses incurred during the performance of Services under this BPA Contract for tax reporting purposes. It is the Consultant's responsibility to determine if a value added tax (VAT) is applicable to services provided to ACIDI/VOCA, and to timely remit the VAT charged to ACIDI/VOCA per the invoicing instructions included in Paragraph A of this Article. The invoice tendered to ACIDI/VOCA for payment shall comply with the applicable local country's VAT regulations.

Article 4. Project Manager

ACIDI/VOCA designates the individual named in Block VII of the Specifications on the front page of this BPA Contract as the ACIDI/VOCA Project Manager for Services under this BPA Contract. The ACIDI/VOCA Project Manager shall also be responsible for determining whether Consultant has satisfactorily delivered the Services as specified in each Work Order Scope of Work and will be responsible for review and approval of invoices submitted to Accounts Payable by Consultant.

Article 5. Confidentiality

(a) It is understood that, during the course of this BPA Contract and/or in performing the Services under individual Work Orders, Consultant may be exposed to or receive proprietary information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, developments, inventions (whether patentable or not), processes, designs, drawings, strategies, marketing, advertising and/or finances which is confidential to ACIDI/VOCA (hereinafter "Confidential Information"). All Confidential Information, written or verbal, made available, disclosed or otherwise known to Consultant as a result of this BPA Contract and associated Work Orders shall be considered the sole property of ACIDI/VOCA and/or ACIDI/VOCA's Client. Confidential Information may be used by Consultant only for purposes of performing the Services or other obligations hereunder. Both during the term of this BPA Contract, the term of each Work Order, and at all times thereafter, Consultant shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of ACIDI/VOCA.

(b) Upon termination of this BPA Contract and any associated Work Orders, Consultant agrees to return all Confidential Information to ACIDI/VOCA. Consultant agrees that the terms of this BPA Contract shall be treated as Confidential Information of ACIDI/VOCA.

(c) In performance of research projects, ACIDI/VOCA guarantees confidentiality to its commercial clients. Therefore, in accomplishment of, and/or in connection with, work authorized under a BPA Contract which ACIDI/VOCA has with a commercial concern, Consultant agrees not to reveal the identity of the commercial client in any manner whatsoever without specific approval of ACIDI/VOCA. Furthermore, Consultant shall not publish or make known to others the subject matter of any information developed in performance of Services under this BPA Contract, without first having obtained the approval of the President of ACIDI/VOCA or her designee/nominee.

(d) Information excluded from this Article 5. is as follows: 1) information that comes into the public domain other than through breach of this agreement; 2) was known by Consultant (as established by Consultant's own records or other competent proof before the disclosure); 3) lawfully comes into the possession of Consultant from a third party who is not under an obligation to keep such information confidential; or 4) the disclosure of which is required by law, by any court of competent jurisdiction or by any official regulatory body.

Article 6. Representations; Conflicts of Interest

(a) Consultant represents that he/she is not under any BPA Contractual obligation with his or her current employer or with any other entity that would interfere with or otherwise impair his or her ability to perform the Services hereunder.

(b) In the performance of the Services, Consultant represents and agrees that he/she will not disclose to ACIDI/VOCA any information or perform any work which would violate any BPA Contractual or legal obligation he/she has with his/her current employer or with any other entity.

(c) Consultant affirms that to the best of his/her knowledge no actual or potential conflict of interest exists between Consultant, Consultant's family, business or financial interests and the Services provided under this BPA Contract. In the event of a change in Consultant's private interest that has potential for conflict of interest with the Services under this BPA Contract, Consultant will promptly notify ACIDI/VOCA. At ACIDI/VOCA's request, Consultant shall complete

ACDI/VOCA's Conflict of Interest training and submit a Significant Financial Interest disclosure form prior to beginning work and either annually thereafter or as new reportable Significant Financial Interests are obtained, whichever occurs first.

(d) Consultant agrees that if an actual or potential conflict of interest is discovered after award, Consultant will make a full disclosure in writing to ACDI/VOCA. This disclosure shall include a description of activities that Consultant has taken or proposes to take, after consultation with ACDI/VOCA, to avoid, mitigate, or neutralize the actual or potential conflict.

(e) ACDI/VOCA may terminate this BPA Contract and any associated Work Order immediately if it deems such termination necessary to avoid a conflict of interest. If Consultant was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to ACDI/VOCA, ACDI/VOCA may terminate the BPA Contract immediately for default, and/or pursue such other remedies as may be permitted by law or this BPA Contract.

Article 7. Employment Status and Privity

(a) Consultant hereby certifies that he/she is an independent Contractor and not an employee of ACDI/VOCA under applicable Internal Revenue Service (IRS) or federal or state labor provisions, and Consultant shall have no right to participate in any employee benefit plan offered by ACDI/VOCA.

(b) In accepting this BPA Contract, the Consultant certifies that neither it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Consultant during the life of this BPA Contract must be reported immediately to ACDI/VOCA. Consultant agrees to incorporate this Debarment and Suspension certification into any lower-tier BPA Contract that it may enter into as a part of this BPA Contract.

(c) ACDI/VOCA shall neither exercise nor have any right to control the Consultant as to the means by which the Consultant's Services are to be accomplished.

(d) No privity between Consultant and ACDI/VOCA's Client, including the Federal Government is established by this BPA Contract. All communications regarding this BPA Contract must be directed only to ACDI/VOCA.

Article 8. Intellectual Property Ownership

(a) Consultant agrees that all inventions, work product, deliverables or any other information, know-how or material that is created for, or provided to, ACDI/VOCA by Consultant under this BPA Contract ("Invention(s)") and associated Work Orders, including any background information necessary to practice such Inventions, shall be the sole and exclusive property of ACDI/VOCA or its assignees, and Consultant will and hereby does assign to ACDI/VOCA all rights in and to such Inventions upon the creation of any such Invention, including without limitation (i) patents, patent applications, and patent rights throughout the world; (ii) rights associated with works of authorship throughout the world, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights relating to the protection of trade secrets and confidential information throughout the world; (iv) rights analogous to those set forth herein and any other proprietary rights relating to intangible property, including trademarks, service marks, and the like; and (v) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired (collectively, "IP Rights"). ACDI/VOCA and its nominees shall have the right to use and/or to apply for statutory or common law protections for such Inventions in any and all countries.

(b) If the Inventions include any software, then such Invention shall be deemed to include, in both source code and object code forms, the final version and all intermediate versions for the software and all routines and subroutines, as well as all program materials, flowcharts, notes outlines, work papers and the like created or developed in connection therewith, the resulting screen formats and other visual effects of the software, and any formulae, processes, algorithms, ideas, and other information not generally known to the public, whether or not protected by copyright, which are developed or generated by Consultant in the course of performing the Services.

(c) Any computer program or report, or any portions thereof, prepared by Consultant pursuant to this BPA Contract or which discusses the Invention(s), Services performed under this BPA Contract or the results thereof (the "Written Data") shall be and is produced as a "work made for hire" under the copyright laws of the United States. As a "work made for hire", the copyrights in the Written Data shall belong to ACDI/VOCA from their creation and no further action by ACDI/VOCA shall be necessary to perfect ACDI/VOCA's rights therein. All right, title and interest, including any copyright in and to any Written Data that does not qualify as a "work made for hire" shall be and hereby is assigned to ACDI/VOCA. Consultant, without additional compensation, will assign the copyright in all Written Data to ACDI/VOCA, as soon as it is fixed and the copyright comes into being. In addition, Consultant agrees to assist

ACDI/VOCA in taking any subsequent legal steps that may be required to perfect ACDI/VOCA's copyrights in this Written Data including, but not limited to, executing a formal assignment of copyright that can be recorded.

(d) Consultant shall restrict disclosure of Confidential Information within its organization to those persons having a need to know for purposes of this BPA Contract, and such persons shall be advised of the obligations set forth in this BPA Contract and shall be obligated in like manner.

Article 9. Standards of Ethics and Business Conduct

(a) ACDI/VOCA has established very high ethical standards for our employees. ACDI/VOCA considers adherence to the ACDI/VOCA Code of Conduct as well as strict observance of all applicable U.S. and non U.S. laws and regulations to be not only a legal requirements but more than that, an ethical obligation for all. While performing as an ACDI/VOCA Consultant, Consultant is expected to adopt and comply with these same standards. As a result, this BPA Contract incorporates by reference, with the same force and effect as if it was given in full text, ACDI/VOCA's "Code of Conduct." Upon request, ACDI/VOCA can provide paper copies of these standards.

(b) If Consultant has a good faith reason to believe that any violation of the Code of Conduct has been committed by an employee(s) of ACDI/VOCA, Consultant shall report such violation to ACDI/VOCA. Please find ACDI VOCA's ethics reporting procedures and options at <https://www.acdivoca.org/ethics-at-acdi-voca-affiliates/>.

Article 10. Insurance

Consultant shall maintain adequate insurance coverage, which shall include:

- a) Commercial general liability in the amount of USD 100,000 per occurrence;
- b) Commercial automobile liability in the amount of USD 100,000 combined single limit, with respect to automobiles operated in the performance of services; and,
- c) If relevant to the nature of services provided, professional liability in the amount of USD 100,000 per occurrence.

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

For each Work Order issued, ACDI/VOCA will maintain appropriate foreign workers' compensation insurance to include the Consultant. Such workers' compensation insurance will be specific to the appropriate statutory or voluntary workers' compensation scheme applicable to the ACDI/VOCA project for which the Services BPA Contracted herein are performed. The insurance coverage will apply only to the work performed by the Consultant for ACDI/VOCA under this BPA Contract and will not extend to work performed by the Consultant for other parties.

Article 11. Indemnity

Consultant shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Consultant, its officers, employees, agents, or consultant/ suppliers at any tier, in the performance of any of its obligations under this Article.

Article 12. Infringement Indemnity

In addition to any other warranty by Consultant against infringement, statutory or otherwise and to the extent permitted by law, Consultant shall defend at his or her expense, any suit against ACDI/VOCA or any client of ACDI/VOCA based on a claim that any item furnished by Consultant under this BPA Contract or the normal use or sale thereof infringes any U.S. Letters patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Consultant is notified in writing of the suit and given authority, information, and assistance at Consultant's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Consultant, at no expense to ACDI/VOCA, shall obtain for ACDI/VOCA and for any client identified by ACDI/VOCA the right to use and sell said item or shall substitute an equivalent item reasonably acceptable to ACDI/VOCA and extend this patent indemnity thereto.

Article 13. Assignability

Consultant shall not assign or subcontract any portion of this agreement, its duties and/or obligations hereunder unless ACDI/VOCA, in its sole discretion, grants Consultant written permission to do so.

Article 14. Limitation on Liability

In no event shall ACDI/VOCA be liable to Consultant, (a) in the aggregate for any claim, damage, injury or loss of any nature arising out of or related to this BPA Contract or any associated Work Orders in excess of the maximum amount which ACDI/VOCA agreed to pay Consultant, as specified in Article 3, for the Services giving rise to the claim, damage, injury or loss, or (b) for any incidental, consequential, special, punitive or indirect damages.

Article 15. Electronic BPA Contracting

The Parties agree that if this BPA Contract is transmitted electronically neither Party shall contest the validity of this BPA Contract, or any acknowledgement thereof, on the basis that this BPA Contract or acknowledgement contains an electronic signature.

Article 16. Federal Acquisition Regulation Clauses and Supplements *(if BPA Contract is Federally-funded)*

When this BPA Contract and associated Work Orders are Federally-funded, Consultant shall perform the Services in accordance with the FAR and FAR Supplementary Regulations in **Appendix A**. These clauses are attached hereto and incorporated herein by reference.

Article 17. Governing Law

This BPA Contract shall be construed and interpreted in accordance with the laws of the District of Columbia, USA, excluding that body of law known as choice of law, and shall be binding upon the Parties hereto in the United States and worldwide.

Article 18. Survivability

If this BPA Contract is completed, or is terminated, Consultant shall not be relieved of those obligations that, by their language, by implication, or by operation of law, necessarily continue beyond completion, or termination of this BPA Contract, including but not limited to the following provisions:

- Governing Law
- Electronic BPA Contracting
- Confidentiality
- Export Control
- Intellectual Property Ownership
- Indemnity
- Infringement Indemnity
- Use of Name

Article 19. Use of Name

The Parties each agree not to use the other Party's name, or make any reference to the other Party or any of its employees for advertising, publicity or any purpose whatsoever, whether or not related to this BPA Contract, unless such use of name and/or related materials have been previously approved in writing by the other Party. The provisions of this Article shall survive the termination of this BPA Contract.

Article 20. Disputes

(a) Any dispute arising under this BPA Contract or any associated Work Orders shall be settled by mutual agreement of the parties or pursuant to Paragraph B below.

(b) If the parties cannot resolve the dispute amongst themselves within a reasonable time, the parties may, by mutual agreement, settle such dispute by arbitration in accordance with the Rules of the American Arbitration Association in the District of Columbia, USA, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

(c) Pending completion of the portion of the Statement of Work under dispute, or final resolution of a dispute which releases Consultant from performance hereunder, the Consultant shall, at all times, proceed diligently with the performance of the BPA Contract.

Article 21. Order of Precedence

Any inconsistency in this BPA Contract shall be resolved by giving precedence in the following order:

1. Articles of this BPA Contract cited herein;
2. Statement of Work, *Appendix C*; and
3. Any and all other attachments incorporated herein by reference.

Sample Invoice

Date of Invoice	
Invoice Number	
BPA Contract ID	
Work Order Number	
Consultant's Full Name	
Consultant's Mailing Address	
Total Work Order Value: Total of Previously Invoiced Amounts: Current Invoice Amount: Work Order Balance Remaining:	

Contractor hereby certifies providing the deliverables, goods or services, or performing the labor, claimed in this invoice in fulfillment of the Specifications or Scope of Work in the Independent BPA Contractor Agreement indicated above. The certified time record is attached to this invoice for labor cost along with documentation of reimbursable costs (if applicable) as listed below:

ITEM	UNIT	AMOUNT	TOTAL
Deliverables			
OR			
Labor			
Reimbursable Costs (Specify)			
		TOTAL INVOICE	

Certified by BPA Contractor:

Signature: _____
Name: _____
Title: _____
Date: _____

Notes:

Attach the certified time record and documentation of reimbursable costs to this invoice. Failure to provide the required invoice information above will be cause for the invoice to be returned to the BPA Contractor for correction, which may cause delay in payment.

APPENDIX C. TECHNICAL PROPOSAL SUBMITTAL 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 Certified 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: _____
 UEI No.: _____ Business Registration No. _____

APPENDIX D. EDITING AND/OR PRODUCTION TEST

This is provided as an attachment.

This is provided as an attachment.

Relevant Solicitation Instructions:

L.7 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL: The Technical Proposal must be entirely separate from the Cost Proposal, and it must not include cost information and/or reference to cost data in order for the technical evaluation to be made strictly on the basis of technical merit.

The Technical Proposal must be written in English and formatted in a standard 8 1/2" x 11" sized document, single spaced, with font not smaller than in 11 pt. Times New Roman font (condensed font is NOT allowed) with top, left, and right margins no less than one inch. Each page must be numbered consecutively. Charts, tables, and graphics may be in a smaller font, but not less than 10 pt. Any items embedded within a document must be objects only, not links.