



REQUEST FOR PROPOSAL

E-LEARNING DESIGN SERVICES

(A0011-ELEARNINGDESIGN-001)

Under

KNOWLEDGE MANAGEMENT

RFP Release Date:	October 10th, 2024
Performance Period:	January 1st, 2025 to December 31st, 2025
Proposal Submission Deadline:	November 15th, 2024
Question/ Inquiry Submission Deadline:	November 1st, 2024

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I. INTRODUCTION

A. COMPANY BACKGROUND

Based in Washington, D.C., ACIDI/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.

B. PROGRAM BACKGROUND

The successful bidder will work with ACIDI/VOCA's Knowledge Management (KM) Team. Under the direction of Chief Integration Officer, the KM team oversees learning, collaboration, internal knowledge sharing, and productivity platforms at ACIDI/VOCA, guided by [ACIDI/VOCA's purpose and values](#).

The KM team is committed to supporting our organization's mission through identifying and globalizing knowledge in order to facilitate access to critical knowledge and expertise in real time—wherever and whenever work gets done. The successful bidder's main point of contact will be ACIDI/VOCA's Senior Director of Digital Learning, Kimberly Pang.

II. PURPOSE

ACIDI/VOCA is looking to engage one or multiple individuals and/or firms to provide e-learning design and development services as part of a blanket purchase agreement (BPA). We are seeking seasoned e-learning professionals with at least ten years of experience:

- 1) **Developing e-learning content:** this can include writing text, creating multimedia elements (such as explainer videos, animations, infographics, voice-overs, etc.), and designing interactive components.
- 2) **Instructional Design:** this can include structuring the material in a logical sequence, ensuring that the content is pedagogically sound and engaging.
- 3) **User Experience Design:** this can include designing interfaces, navigation, and ensuring that the content is accessible and interactive.
- 4) Using **Articulate Storyline** and **Rise**

The BPA will support the Knowledge Management (KM) team's digital learning projects during the design and development phases of [ADDIE framework](#). 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 ACIDI/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 e-learning design and development services. ACIDI/VOCA anticipates awarding multiple BPA contracts and the award of a BPA contract does not guarantee a minimum order. 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 following e-learning services on as as-needed basis:

- Instructional Design:
 - Design and develop instructional materials that effectively convey the necessary information.
 - Develop and organize instructional materials, including lesson plans, assessments, and multimedia components.
 - Work with subject matter experts to ensure that the content is accurate and meets the intended learning objectives.
- Design and Development:

- Create a course outline and storyboard for client review and approval. This may include:
 - Detailed outline of the course structure, including modules, lessons, and knowledge checks.
 - Visual and textual representation of each module’s content, interactions, and assessments.
 - Implement accessibility features and language options to ensure the course is usable by all learners.
- Design custom multimedia elements and interactions as needed. This may include explainer videos, animations, cartoon characters, infographics, voice-overs, Storyline 360 interactions.
- Develop assessment tools:
 - Pre- and post-assessments to evaluate learner understanding and progress.
 - Knowledge check interactions. This may include multiple choice questions, open-ended questions, drag and drop questions, matching and sorting, branched scenarios.
- Testing & Revision:
 - Perform quality assurance testing to ensure functionality and usability.
 - Gather feedback from a pilot group, if applicable, and make necessary revisions.
- Delivery & Support:
 - Deliver the final course package ready for LMS integration in the following formats ONLY:
 - SCORM 1.2 and 1.3
 - SCORM 2004 1st, 2nd, 3rd, 4th editions
 - AICC version 4.0 (2004)
 - Provide technical support during the initial launch period.

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 *Blanket Purchase Agreement* to one or more Offerors.

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 reserves 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 editing services.

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 the specifications and all instructions in the RFP. Failure to do so is at the offeror’s risk. Interested offerors must provide the following, as applicable to service category:

1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

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

All Service Categories:

Perspective bidders do not have to bid on all service categories below.

a) **Overall 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 above. 2 pages maximum.

b) **Graphic Design/Video Production Category:**

Provide sample graphics and animations that were used in an online learning course, showcasing technical knowledge and ability to illustrate social and economic topics.

c) **Instructional Design Category:**

Provide a written sample, at least 2 pages, single spaced, that showcases technical knowledge and ability in designing instructional materials on various operational topics to include Human Resources, Financial Management, IT, Security, etc. Familiarity with topics related to gender inclusion, financial inclusion, market system, poverty reduction, climate change and other social issues is strongly desired but not required.

d) **e-Learning Design Category:**

Provide at least two sample eLearning files that showcase technical knowledge and ability in creating online learning experiences that are engaging, effective, and accessible, including:

1. Text, images, videos, audio, and interactive elements.
2. Intuitive navigation, clean layouts, and responsive design to accommodate various devices.
3. Quizzes, tests, and other assessment tools to evaluate learners' understanding

2. PROJECT STAFFING

Identify no more than three (3) illustrative staff who will be available to perform each scope of work your organization is submitting a response for. Provide a CV for each proposed individual that highlights all relevant experience.

Offeror’s must confirm the staff’s availability to work during normal business hours. Offeror’s should provide the number of hours/days advance notice they require for night/weekend work assignments.

3. COST PROPOSAL

Offerors will submit a proposed budget with their proposals in a separate, sealed envelope (or separate file, if submitting via email) labeled “Budget Proposal.” The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. Budgets should be submitted in the currency in which your organization is located and will be paid; please label your budget with the name of the currency. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

Offerors should include a proposed unit rate for all work outlined in Section II (A) Scope of Work. “Unit” can be per hour, per person or per deliverable. Offerors should define what unit means at their discretion.

All quoted unit rates must be valid through Dec. 31, 2025.

4. REFERENCES

Please include three (3) client references and contact information. References should have worked with your organization within the past two (2) years in connection with the countries or regions (and if possible, technical topic areas) applicable to this RFP.

B. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. The technical and cost proposals shall be submitted separately via e-mail to Sharon Ball, Procurement Agent, SBall@acdivoca.org. The subject line of the email should be the Offeror's name followed by RFP No. 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 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	Kimberly Pang
Email:	sball@acdivoca.org	kpang@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 and availability of proposal staff to work non-traditional hours, such as evenings and weekends
 - Cost
 - Reference feedback on past work relevant to described scope
- **Graphic Design/Video Production Category**
 - Quality of graphic and video samples
- **Instructional Design Category**
 - Quality of the written sample
- **eLearning Design Category**
 - Quality of e-learning samples

Technical Evaluation Matrix			
	Graphic Design/Video Production	Instructional Design	eLearning Design
Maximum Score Possible	100	100	100
Score Breakdown:			
Statement of Capabilities	25 pts	25 pts	25 pts
Proposed staff qualifications and availability	15 pts	15 pts	15 pts
Cost/Price	25 pts	25 pts	25 pts
Multimedia samples	35 pts	N/A	N/A
Written sample	N/A	35 pts	N/A
Elearning samples	N/A	N/A	35 pts

The evaluation committee will review the technical proposals based upon the technical criteria listed above. The cost proposals will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs and the cost-effectiveness of the budget, and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to ACDI/VOCA.

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 Offerors must prepare a formal proposal to be sent to the contact person at ACDI/VOCA as indicated in Section IV (b) (1). The submitted proposals will be reviewed against the criteria for evaluation defined in Section V above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offerors and, if endorsed, the Offerors 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 a Request for Quote (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 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 *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 USA, and (2) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics

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, Section 7, Proprietary Information & Confidentiality (see Appendix A), all communications between ACDI/VOCA and awardees will be considered confidential and proprietary.

VIII. ATTACHMENTS

Appendix A	Blanket Purchase Order General Terms and Conditions
Appendix B	FAR and Supplemental Clauses
Appendix C	Sample Invoice
Appendix D	Technical Proposal Submittal Sheet

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 ACIDI/VOCA's Client terminates ACIDI/VOCA's Prime Award, ACIDI/VOCA's client does not approve ACIDI/VOCA's Consultant, or Consultant is subject to any Suspension/Debarment or other action by the USG, ACIDI/VOCA may terminate this BPA Contract immediately. In the event of termination of this BPA Contract, payment shall be made by ACIDI/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) ACIDI/VOCA shall retain the right to direct Consultant to stop work ("Suspension") on any Work 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": ACIDI/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. ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/VOCA's client, including Termination for Convenience by the USG or the client of ACIDI/VOCA. Consultant may be liable to reimburse ACIDI/VOCA should ACIDI/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 ACIDI/VOCA's needs.

Article 3. Compensation

(a) ACIDI/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)]. ACIDI/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 ACIDI/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. ACIDI/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 the Federal Acquisition Regulations, as codified in Title 48 of the Code of Federal Regulations ("FAR") and FAR Supplementary Regulations.

(c) All taxes applicable to the proceeds received by Consultant shall be the liability of Consultant, and ACDI/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. ACDI/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 ACDI/VOCA. In accordance with law, ACDI/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 ACDI/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 ACDI/VOCA, and to timely remit the VAT charged to ACDI/VOCA per the invoicing instructions included in Paragraph A of this Article. The invoice tendered to ACDI/VOCA for payment shall comply with the applicable local country's VAT regulations.

Article 4. Project Manager

ACDI/VOCA designates the individual named in Block VII of the Specifications on the front page of this BPA Contract as the ACDI/VOCA Project Manager for Services under this BPA Contract. The ACDI/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 ACDI/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 ACDI/VOCA and/or ACDI/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 ACDI/VOCA.

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

(c) In performance of research projects, ACDI/VOCA guarantees confidentiality to its commercial clients. Therefore, in accomplishment of, and/or in connection with, work authorized under a BPA Contract which ACDI/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 ACDI/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 ACDI/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 ACDI/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 ACDI/VOCA. At ACDI/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 500,000 per occurrence;
- b) Commercial automobile liability in the amount of USD 500,000 combined single limit, with respect to automobiles operated in the performance of services; and,
- c) If relevant to the nature of services provided, professional liability in the amount of USD 500,000 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
- Federal Acquisition Regulation flow-down clauses that by their nature should survive *(applicable only if this BPA Contract is Federally-funded)*
- 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. Federal Acquisition Regulation (FAR) and Supplemental Acquisition Clauses, Appendix A (*applicable only if this BPA Contract is Federally-funded*)
- 3. Statement of Work, Appendix C; and
- 4. any and all other attachments incorporated herein by reference.

APPENDIX B. FAR AND SUPPLEMENTAL CLAUSES

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

The FAR clauses cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR clause shall be the same version as that which appears in ACIDI/VOCA's prime Contract, or Subcontract under which this agreement and any associated Work Orders are issued.

General Information:

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

The following clauses apply to all Contracts.	
52.202-1	Definitions (NOV 2013)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.204-2	Security Requirements (AUG 1996)* <i>*if work involves access to classified information</i>
52.204-3	Taxpayer Identification (OCT 1998)
52.204-6	Data Universal Numbering System Number (JUL 2013)
52.204-10	Reporting Executive Compensation and First-Tier contract Awards (OCT 2015)* <i>*if the value of the subcontract is \$30,000 and above</i>

52.209-6	Protecting the Government's Interest When subcontracting with BPA Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)* <i>*if the value of the Contract is \$35,000 and above</i>
52.211-11	Liquidated Damages – Supplies, Services, Or R&D (SEP 2000)* <i>*1% of Contract value per day</i>
52.211-12	Liquidated Damages – Construction (SEP 2000)* <i>*1% of Contract value per day</i>
52.212-5	BPA Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEC 2015)
52.222-3	Convict Labor (JUN 2003)* <i>*when work will be performed in the U.S.</i>
52.222-4	BPA Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2014)
52.222-17	No displacement of Qualified Workers (MAY 2014)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
52.222-25	Affirmative Action Compliance (APR 1984)
52.222-26	Equal Opportunity (APR 2015)* <i>*if the aggregate value of all Contract awards to the Contractor in any 12-mo. period can reasonably be expected to exceed \$10,000</i>
52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)* <i>*if the value of the Contract is above \$15,000</i>
52.222-41	Service BPA Contract Labor Standards (MAY 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-51	Exemption from Application of the Service Contract Act to BPA Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAY 2014)
52.222-53	Exemption from Application of the Service Contract Act to Certain Services – Requirements (MAY 2014)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2014)* <i>*Applicable to performance in the U.S.</i>
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-13	Patent Rights – Ownership by the Government (DEC 2007)
52.228-3	Workers' Compensation Insurance (Defense base Act) (JUL 2014)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.237-8	Restrictions on Severance Payments to Foreign Nationals (AUG 2003)
52.244-6	Contracts for Commercial Items (OCT 2015)
52.247-21	BPA Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
52.247-63	Preference for U.S.-Flag Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

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 D. 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 Small and Disadvantaged Business

ANTI-TERRORISM CERTIFICATION

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

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

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

Proposal Authorized By:

Signature: _____ Name: _____
 Position: _____ Date: _____
Authorized for and on behalf of: (DD/MM/YY)
 Company: _____
 Address: _____
 DUNS No.: _____ Business Registration No. _____