

REQUEST FOR PROPOSAL

**Local Short-Term Technical Assistance (STTA):**

**To Jogorku Kenesh of the Kyrgyz Republic (Parliament) on the provision of expertise in preparing both legal and economic analysis of economic policies reviewed by the parliament**

**ECP-OPS-BIS-Y3-RFP-01**

|  |
| --- |
| **Under**  Enterprise Competitiveness Project |

**Funded By**

USAID

AID-176-C-14-00002

|  |  |
| --- | --- |
| **RFP Release Date:** | March 18, 2021 |
| **Performance Period:** | 5 months upon signing of the contract |
| **Proposal Submission Deadline:** | 17:00, April 17, 2021 |
| **Question/ Inquiry Submission Deadline:** | COB April 10, 2021 |
| **Question/Inquiry Response Deadline:** | April 14, 2021 |

**Table of Contents**

[I. Introduction 1](#_Toc491336300)

[A. Company Background 1](#_Toc491336301)

[B. Program Background 1](#_Toc491336302)

[II. Purpose 1](#_Toc491336303)

[A. Scope of Work 1](#_Toc491336304)

[V. CONTRACT MECHANISM & TERMS OF PAYMENT 2](#_Toc491336305)

[VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS 2](#_Toc491336306)

[A. Instructions for Proposal Preparation 2](#_Toc491336307)

[Capability and Technical Experience Statement 3](#_Toc491336308)

[Project Staffing 3](#_Toc491336309)

[Cost Proposal 3](#_Toc491336310)

[References 3](#_Toc491336311)

[B. Instructions for Submission of Proposal 3](#_Toc491336312)

[VII. CRITERIA FOR EVALUATION 4](#_Toc491336313)

[VIII. SOLICITATION PROCESS 4](#_Toc491336314)

[IX. TERMS AND CONDITIONS 4](#_Toc491336315)

[A. Late Submissions 4](#_Toc491336316)

[B. Modification of RFP Requirements 4](#_Toc491336317)

[C. Withdrawals of Proposals 5](#_Toc491336318)

[D. Right of Negotiation and Acceptance of Proposal 5](#_Toc491336319)

[E. Validity of Proposal 5](#_Toc491336320)

[F. Minimum Offeror Qualifications 5](#_Toc491336321)

[G. Intellectual Property Rights 5](#_Toc491336322)

[X. ATTACHMENTS 5](#_Toc491336323)

[Appendix A. Purchase Order General Terms and Conditions 6](#_Toc491336324)

[Appendix B. SAMPLE BUDGET FORMAT 11](#_Toc491336328)

[Appendix C. TECHNICAL PROPOSAL SUBMISSION SHEET 13](#_Toc491336329)

# **Introduction**

## **Company Background**

Based in Washington, D.C., ACDI/VOCA is a nonprofit international development organization that delivers technical and management assistance in agribusiness, financial services, enterprise development, community development and food security in order to promote broad-based economic growth and vibrant civil society. For more information, go to [www.acdivoca.org](http://www.acdivoca.org).

## **Program Background**

The USAID Enterprise Competitiveness Project is a five-year initiative that aims to accelerate sales growth and increase job creation among Kyrgyzstani small and medium enterprises (SMEs). The USAID Enterprise Competitiveness Project will partner with end markets, SMEs, business development and advisory service providers, government agencies, associations, and other market actors who are willing to co-invest to accelerate inclusive, market-led growth by fostering a system that increases market access and competitiveness, catalyze investment, unlocks opportunities for women and youth, builds skills, and encourages a more enabling business environment.

To improve the business enabling environment, ECP facilitates a dialogue between agencies of the Government of the Kyrgyz Republic and the private sector, including business associations, sectoral representatives, and other institutions. Strengthening the enabling environment for private sector development can lead to a more robust formal economy, greater access to capital, increased business innovation and advances through technology, investment, and innovations, and increased trade with regional and international markets.

# **Purpose**

On October 6, 2020, the Central Election Committee annulled the results of the parliamentary elections conducted on October 4th, 2020. As a result, the current Parliament is set to serve until new Parliament elected through new elections, which has not been scheduled yet. In this transition period, the parliament of the Kyrgyz Republic continues to review the policies, including economic, which are lacking the required expert support for overall situation.

The main purpose of the technical assistance to Jogorku Kenesh of the Kyrgyz Republic (Parliament) is to provide expertise in preparing both legal and economic analysis of economic policies reviewed by the parliament. The expert group would be hired for a period of 5 months to review the draft laws regulating business activities in various spheres on timely manner to ensure the proposed pieces of law are not creating additional constraints for small and medium-sized enterprises and entrepreneurship in general.

The experts will work on demand-based approach and would be required to consult with ECP and USAID on each economic policy to be provided with economic and legal analysis. This would ensure policies addressed through expert group are pro-business and do not create any hurdles for business development.

## **Scope of Work**

**I. Specific tasks**

The solicited expert group will be hired to work with parliamentarians engaged in designing economic policies for strengthening business enabling environment. The expert group will be tasked to provide analysis using Regulatory Impact Analysis (RIA) methodology for each draft economic policy. In addition, each reviewed policy must go through a public discussion with relevant business community.

Under this technical assistance, the expert group is expected of following:

**Tasks:**

* Conduct Regulatory Impact Analysis for each reviewed draft policy related to economic policies. The list of policies, areas of interventions should be concurred prior with the ECP point of Contact. Before ECP’s concurrence of the areas of legislative changes and the direction of changes, the work cannot start.
* Drafting of regulatory legal acts.
* Conducting necessary consultations, discussions, communication activities, presentations of developments for stakeholders from private sector to ensure that opinions and interests, as well as possible suggestions, are considered. The legislations in question must adhere to the best principles of doing business and decisions should be made inclusively.
* Expert support to revising the drafts laws during the public readings in the Jogorku Kenesh KR.
* Review of draft regulatory legal act initiated by the Government of the Kyrgyz Republic, to find opportunities to incorporate solicited recommendations.
* Participation in the meetings and events initiated by the Parliamentarians.
* Packaging of final documents to submit to the Parliament of the Kyrgyz Republic.
* USAID has the right to suspend the work of the Consultant based on the availability of funds and the appearance of reputational risks.

**II. Deliverables**

Since the nature of work will be demand driven (i.e., ad-hoc) the expert group will be asked to submit monthly report, which would include narrative describing the scope of work delivered and attached draft laws and RIAs.

1. Inception Report will include methodology and approaches used by the expert group, which are approved by ECP and USAID.
2. Monthly Report #1 – Description of activities and list of draft policies addressed during this month.
3. Monthly Report #2 – Description of activities and list of draft policies addressed during this month.
4. Monthly Report #3 – Description of activities and list of draft policies addressed during this month.
5. Monthly Report #4 – Description of activities and list of draft policies addressed during this month.
6. Monthly Report #5 – Description of activities and list of draft policies addressed during this month.
7. Final Report - Narrative Report describing activities and list of policies addressed during this technical assistance.

**III. Reporting**

1. All reports that require submission in English as noted in the Deliverables section above must be submitted with both Russian and high-quality English translations. All translation costs for reports must be built into the total fixed cost of the contract.
2. Reports must first be approved by the client before payment.

NOTE: The Annexes of actual draft laws and analysis should be submitted in Russian only.

**IV. Timing**

This assignment will require approximately 5 months, including preparation and report-writing days.

**V. Required Qualifications**

**Requirements for organizations.** The years of experience listed below are qualifications as a firm, not by individuals within the company:

* Specialization in providing analytical and expert services in the field of state regulation of business activities.
* Legal entity registered in the Kyrgyz Republic with necessary material and technical resources for carrying out the SoW.
* Experience performing economic and financial analysis.

**Requirements for qualified experts/consultants:**

* Knowledge of and preferably at least 10 years of experience with legal analysis, RIA, and economic analysis.
* Proof of performing economic and financial analysis.
* Experience of cooperation with industry associations and companies from tourism sector and another economic sector.

**VI. Additional information**

* Work Location: This activity will take place in Bishkek, the Kyrgyz Republic according to the requirements of the consultant and as approved by the ECP project team.
* ACDI/VOCA intends to make a contract award to the responsible Offeror(s) whose proposal represent the best value to the U.S. government.
* Reporting: The Expert(s)/Organization reports to the Business enabling environment Specialist, Enterprise Competitiveness Project, USAID.

# **CONTRACT MECHANISM & TERMS OF PAYMENT**

ACDI/VOCA anticipates issuing a fixed price contract for an estimated period May 01, 2021 – September 30, 2021 to an Offeror.

Payment acceptance via Bank transfer only after submitting reports according to point B “Deliverables”.

Payments by deliverables will be negotiated.

The service provider is responsible for all taxes according to the Kyrgyz legislation.

Service provider will receive the payment only based on strict compliance with scope of work, which are

Integral part of this proposal.

# **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

## **Instructions for Proposal Preparation**

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Each section will be evaluated according to the criteria for evaluations in Section V. Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offeror’s risk. Interested Offerors must provide the following:

### **Capability and Technical Experience Statement**

1. Company / Organization Overview (certificate of registration, the company / organization profile, completed Form Appendix C). (if relevant)
2. Capabilities statement by providing information on the following:

* Implementation plan with timelines.
* Key staff to be engaged to perform the assignment, their resume. Recommendation letters are desirable.
* Technical approach, methodology of the performance of the assignment.

1. Explanation on how company / organization plan to carry out the work during the pandemic (ban on group meetings, quarantine, emergency management, etc.).
2. Monitoring & Evaluation plan, if relevant.

### **Project Staffing**

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

### **Cost Proposal**

Offerors will submit a proposed budget with their proposals in a separate, sealed envelope. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

**BUDGET REQUIREMENTS**

1. Only direct costs should be included in the budget and allocated appropriately;

2. Budget should include detailed explanations on the planned expense item and information/justification on the rates and quantities applied.

Please submit your cost proposal using provided format at the “**APPENDIX B”** section.

### **References**

Please include three clients references and contact information. References should have worked with your organization within the past two years in connection with the countries or regions (and if possible, subject matter) applicable to this RFP.

## **Instructions for Submission of Proposal**

1. The technical proposal should be in PDF format and submitted by email to the following address: [hr.ecpkg@gmail.com](mailto:hr.ecpkg@gmail.com)
2. The price proposal shall be separately bound and submitted in sealed envelope to the following address:

ACDI/VOCA office in Bishkek

87/2 Zh.Pudovkin street, Bishkek, Kyrgyz Republic

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Name:** | **Operations Department** | |
| **Email:** | [hr.ecpkg@gmail.com](mailto:hr.ecpkg@gmail.com) | |

1. ACDI/VOCA will not compensate Offerors for their preparation of responses to this RFP.
2. All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP.

# **CRITERIA FOR EVALUATION**

ACDI/VOCA will evaluate proposals using the following criteria:

|  |  |
| --- | --- |
| **Technical Scores** | **Points\*** |

|  |  |
| --- | --- |
| Technical Approach, Methodology and Work Plan | 30 |
| Competency of proposed and actual implementing staff | 30 |
| Past performance/ References. | 20 |
| Price Proposal | 20 |
| **Total Score** | **100** |

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

# **SOLICITATION PROCESS**

Once the RFP is released, the Offerors must prepare a formal proposal to be sent to the contact person at ACDI/VOCA as indicated in Section IV (b) (1). The submitted proposals will be reviewed against the criteria for evaluation defined in Section V above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

# **TERMS AND CONDITIONS**

## **Late Submissions**

Proposals received after the submission deadline stated in the cover page of this RFP may be considered only if none of the proposals received on time is deemed acceptable for the assignment. Offerors will be held responsible for ensuring their quotations are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to ACDI/VOCA or its employees/agents, or if it is in the best interest of ACDI/VOCA.

## **Modification of RFP Requirements**

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

## **Withdrawals of Proposals**

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative, if the representative’s identity is made known and the representative signs a receipt for the proposal before award.

## **Right of Negotiation and Acceptance of Proposal**

This RFP represents a definition of requirements and is an invitation for submission of proposals. ACDI/VOCA reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

ACDI/VOCA may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFP. ACDI/VOCA may reserve the right to waive any minor discrepancies in a proposal.

ACDI/VOCA reserves the right to issue an award based on the initial evaluation of proposals without discussion. ACDI/VOCA also reserves the right to enter into best and final negotiations with any responsive Offerors for all or part of the proposed scope.

## **Validity of Proposal**

Proposals submitted shall remain open for acceptance for 21 *days* from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

## **Minimum Offeror Qualifications**

Offerors submitting proposals must (1) be officially licensed to do such business in *the Kyrgyz Republic*, (2) be able to receive USAID funds and (3) not have been identified as a terrorist organization. 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; and
* Other documents upon request*.*

## **Intellectual Property Rights**

All tangible or intangible property created or acquired under this contract shall be the exclusive property of ACDI/VOCA and the donor. The term “property” includes all data and reports associated with this engagement. Reference is made to Sections 12 and 13 in the business terms and conditions attached in Appendix A.

# **ATTACHMENTS**

Appendix A: Purchase Order General Terms and Conditions

Appendix B: Sample Budget Format

Appendix C: Technical Proposal Submission Sheet

## **Appendix A. Purchase Order General Terms and Conditions**

**GENERAL BUSINESS TERMS AND CONDITIONS**

***\*\*These Terms and Conditions apply to all Purchase Orders\*\****

1. Assignment. Vendor shall not assign, subcontract or transfer all or any portion this Purchase Order or any of its obligations without the express, prior written permission of ACDI/VOCA.

2. Proprietary Information & Confidentiality. Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by ACDI/VOCA to be confidential and proprietary and shall not disclose any such information to any other person, or use such information itself for any purpose other than that for which it was intended in completing this order, unless Vendor obtains written permission from ACDI/VOCA to do so. Vendor agrees to execute ACDI/VOCA’s standard Non-Disclosure Agreement upon request.

3. Terms of Payment. Subject to any superseding terms on the face hereof, Vendor shall mail the invoice to the address listed in Box 6 of the Purchase Order and be paid upon completion/acceptance of the required supplies/services. *(A) TIMING OF PAYMENTS.* Vendor shall be paid, in the currency on the face of this Purchase Order, within thirty (30) days after ACDI/VOCA’s receipt of an acceptable invoice and ACDI/VOCA’s acceptance of the completed products/services in accordance with (B) “Inspection and Acceptance” below, together with any required documents. ACDI/VOCA is under no obligation to pay Vendor’s invoices received later than 90 days after acceptance. Payment of Vendor invoices by ACDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Vendor may remain subject to ACDI/VOCA and/or government/Client audit and subsequent adjustment.  Vendor agrees to reimburse ACDI/VOCA for any costs disallowed by Client. (B) *INSPECTION & ACCEPTANCE*. (1) Vendor shall work within professional standards covering the work and shall make such inspections as are deemed necessary to insure Vendor compliance. (2) All deliveries shall be subject to final inspection by ACDI/VOCA. If deliverables or a service performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so requested by ACDI/VOCA. Vendor shall provide immediate notice to ACDI/VOCA of any potential failure on the part of its suppliers to provide supplies/services required. Vendor is responsible for any deficiency on the part of its suppliers. Vendor shall be responsible for any costs of reprocurement as may be necessary for ACDI/VOCA to secure the supplies/services as a result of Vendor’s inability to perform that exceed the agreed upon price herein. (C) *LATE DELIVERIES*. In addition to any remedies available to it in the event of late delivery, ACDI/VOCA may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the total value of the Purchase Order.

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

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

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

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

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

9. Suspension and Termination.  ACDI/VOCA shall retain the right to direct Vendor to stop work (“Suspension”) at any time.  Such direction must be in writing and shall be effective for a period of no more than 30 days after which time Vendor may continue work absent direction to do so or a notice of termination at their own risk. Under no circumstances shall Vendor receive more than the original value of this Purchase Order.  “Termination”: ACDI/VOCA reserves the right to terminate this Purchase Order when:  1. deemed in the best interests of its client; or 2. if the Vendor defaults in performing this Purchase Order and fails to cure the default within 10 days after receiving a notice specifying the default. ACDI/VOCA shall be liable only for payment under the payment provisions of this Purchase Order for services/deliverables completed and accepted before the effective date of termination. Payments for partial deliverables shall not be made unless explicitly authorized by ACDI/VOCA in the Termination Letter. This paragraph shall not limit any legal rights to cancel this Purchase Order without further liability for articles not accepted by ACDI/VOCA. This Purchase Order may be terminated at any time in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or is subject to any Suspension/Debarment or other action by the USG. Vendor may be liable to reimburse ACDI/VOCA should ACDI/VOCA incur any additional costs as a direct result of such default termination.

10. Insurance & Work on ACDI/VOCA’s or ACDI/VOCA Client Premises**.** Vendor agrees to maintain the adequate insurance coverage against claims arising from injuries sustained by Vendor on ACDI/VOCA’s facilities and agrees to be liable for all damages & claims arising against ACDI/VOCA for which the Vendor is responsible. Vendor will maintain a comprehensive general liability insurance policy in the amount of at least $500,000 per occurrence or the standard, local business practice. Purchase Orders which require performance outside the United States shall contain a provision requiring Worker's Compensation Insurance. The Vendor should refer questions on this subject to the ACDI/VOCA representative named above in Block 6.

11. Independent Relationship. Vendor agrees that its relationship with ACDI/VOCA is that of an independent contractor and nothing in this Purchase Order shall be construed as creating any other relationship. As such, Vendor shall comply with all applicable laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to: compliance with all applicable laws, responsibility for all applicable taxes including VAT, income taxes, social security payments and other such taxes that might occur, licenses, fees, insurance, etc. Neither the vendor nor anyone employed by it shall be, represent, act or be deemed to be an agent, representative or employee of ACDI/VOCA.

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

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

14. Indemnification. The Vendor shall indemnify, and hold harmless each of ACDI/VOCA and its directors, officers, employees and agents from and against all claims, liabilities, losses, suits, costs, damages, and expenses, including reasonable attorneys’ fees and litigation expenses, that ACDI/VOCA may sustain by reason of Vendor’s negligent or unlawful actions in connection with its performance under this Purchase Order, or a breach of any of Vendor’s warranties contained herein.

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

16. Changes. ACDI/VOCA may - with the consent of the Subcontractor – make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subcontract scope of services. ACDI/VOCA may make unilateral changes, with prior written notice to the Subcontractor, to this Purchase Order by written order issued by ACDI/VOCA where required in writing by the Client. If any change causes an increase or decrease in the Subcontractor’s cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ACDI/VOCA shall make an equitable adjustment and modify in writing the Subcontract as applicable. Any claim by Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ACDI/VOCA’s Prime Contracting Officer or designee within thirty (30) calendar days from the date of receipt by Subcontractor of the written change authorization from ACDI/VOCA or within such extension of that 30-day period as ACDI/VOCA, in its sole discretion, may grant in writing at Subcontractor's request prior to expiration of said period. The Subcontractor will not proceed with any changes unless notified to proceed in writing by the Prime Contracting Officer.

17. Certifications. Vendor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as “specially designated nationals” by the Office of Foreign Asset Control of the U.S. Department of Treasury or UN Security Council Committee 1267 sanctions list; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: [www.sam.gov](http://www.sam.gov/); <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; and <https://www.un.org/sc/suborg/sites/www.un.org.sc.suborg/files/consolidated.pdf>; (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Vendor may not charge under this Purchase Order any item which has a source/origin from any restricted countries or prohibited sources, as designated by the U.S. State Department. Further, ACDI/VOCA shall not issue purchase orders to entities with a source or nationality of: Cuba, Iran, Libya, North Korea and Syria; and (viii) Vendor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Purchase Order. Any such practice will be grounds for terminating or rescinding the award of this Purchase Order, in addition to any other remedies that may be available to ACDI/VOCA in such event. Violation of any of these certifications is considered a material defect and will lead to the termination of this Purchase Order.

18. Severability. If any provision of this Purchase Order is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of ACDI/VOCA without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

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

20. Compliance with Foreign Corrupt Practices Act. By accepting and implementing the terms of this agreement with ACDI/VOCA the awardee and/or contractor certifies that neither it, nor any of  its affiliates, partners, owners, officers, directors, employees, and agents have paid, offered, promised to pay or authorized payment of, and will not pay, offer, promise to pay, or authorize payment of, directly or indirectly, any monies or anything of value to any government official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government for the benefit of ACDI/VOCA or the programs it implements. Further, the awardee and/or contractor agrees to report any suspected improper payment or activity to the ACDI/VOCA Chief of Party or through the ACDI/VOCA Ethics Hotline <https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html>

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

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

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

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

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

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

|  |
| --- |
| **FEDERAL TERMS AND CONDITIONS**  This agreement is issued under a U.S. Government Prime Contract. Applicable clauses set forth below are incorporated by reference into this agreement with the same force and effect as if they were set forth in full. A full copy of each clause may be obtained from the ACDI/VOCA Compliance Department. The term FAR means Federal Acquisition Regulation, effective as of January 1, 2014. The terms, "Contractor," "Government" and "Contracting Officer" as used in these clauses shall refer to the Vendor, ACDI/VOCA, and the ACDI/VOCA Compliance Administrator, respectively. This agreement is between Vendor and ACDI/VOCA only and shall not be construed in any way to create a contractual relationship between Vendor and the U.S. Government. The Vendor shall not appeal directly to the U.S. Government without the written consent/concurrence of the ACDI/VOCA Contract Administrator. |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **THESE CLAUSES AND STANDARD BUSINESS TERMS AND CONDITIONS APPLY TO ALL CONTRACTS** | | | | | | | |
| **CLAUSE TITLE**  Definitions  Restriction on Subcontractor Sales to the Government  Anti-Kickback Procedures 52.203-7  Taxpayer Identification  Data Universal Numbering System (DUNS)  Annual Representations & Certifications  Protecting Government’s Interest When Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment  Material Requirements  Liquidated Damages (1% of Contract Value/Day)  Terms and Conditions – Simplified Acquisition  (Other Than Commercial Items)  Order of Precedence  Convict Labor (U.S. POs only)  Child Labor- Cooperation With Authorities and Remedies  Walsh-Healy Act  Prohibition of Segregated Facilities  Affirmative Action Compliance Equal Opportunity  Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans  (for POs over $100,000 only)  Affirmative Action for Workers With Disabilities  Employment Reports on Disabled Veterans and Veterans  of the Vietnam Era | | **FAR CITE**  52.202-1  52.203-6  52.203-52.204-3  52-204-6  52.204-8  52.209-6  52.211-5  52.211-11  52.213-4  52.215-8  52.222-3  52.222-19  52.222-20  52.222-21  52.222-25  52.222-26  52.222-35  52.222-36  52.222-37 | **CLAUSE TITLE**  Combatting Trafficking in Persons  Privacy Act Notification  Restrictions on Certain Foreign Purchases  Patent Rights – Acquisition by the Government  Rights in Data – Special Works  Payments Under Time & Materials/Labor Hour Contracts  Disputes, Alternate I  Restrictions on Severance Payments to Foreign Nationals  Stop Work Order, Alternate I  Government Delay of Work  Changes-Fixed Price  Subcontracts  Inspection of Supplies – Fixed Price  Contractor Liability for Personal Injury and/or Property Damage (applies only to POs for transportation services)  Contract Not Affected By Oral Agreement  Preference for U.S.-Flag Air Carriers  Preference for Privately Owned U.S.-Flag Commercial Vessels  Termination For Convenience of the Government (Fixed Price)  Termination (Cost Reimbursement) (for any cost reimbursable elements | | | **FAR CITE**  52.222.50  52.224-1  52.225-13  52.227-13  52.227-17  52.232-7  52.233-1  52.237-8  52.242-15  52.242-17  52.243-1  52.244-2  52.246-2  52.247-21  52.247-27  52.247-63  52.247-64  52.249-2  52.249-6 | |
| **THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES** | | | | | | | |
| **CLAUSE TITLE**  Service Contract Act  Changes – Fixed Price Services, Alternate II  Changes – Time & Materials/Labor Hours | | **FAR CITE**  52.222-41  52.243-1  52.243-3 | **CLAUSE TITLE**  Inspection of Services – Fixed Price  Inspection – Time & Materials/Labor Hours  HBCU and Minority Institution Representations | | | **FAR CITE**  52.246-4  52.246-6  52.226-2 | |
| **THESE FAR CLAUSES APPLY TO CONTRACTS $150,000 AND ABOVE** | | | | | | | |
| **CLAUSE TITLE**  Certificate of Independent Price Determination  Gratuities  Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities  Price or Fee Adjustment for Illegal or Improper Activity  Certification and Disclosure Regarding Payment to  Influence Certain Federal Transactions  Limitation on Payments to Influence Certain Federal Transactions  Printed or Copied Double-Sided on Recycled Paper  Certification Regarding Debarment, Suspension, Proposed  Debarment, and Other Responsibility Matters  Responsibility Matters  Updates of Information Regarding Responsibility Matters  Audit and Records – Negotiation  Integrity of Unit Prices  Price Re-determination – Retroactive | | **FAR CITE**  52.203-2  52.203-3  52.203-8  52.203-10  52.203-11  52.203-12  52.204-4  52.209-5  52.209-7  52.209-9  52.215-2  52.215-14  52.216-6 | **CLAUSE TITLE**  Payment for Overtime Premiums  Drug-Free Workplace  Authorization and Consent  Notice and Assistance Regarding Patent & Copyright Infringement  Federal, State, and Local Taxes  Federal, State, and Local Taxes  Interest  Stop-Work Order  Competition in Subcontracting  Contractor Inspection Requirements  Limitation of Liability  Limitation of Liability – Services  Termination of Convenience for the Government (Fixed Price-SF)  Default (Fixed-Price Supply and Service) | | | **FAR CITE**  52.222-2  52.223-6  52.227-1  52.227-2  52.229-3  52.229-6  52.232-17  52.242-15  52.244-5  52.246-1  52.246-23  52.246-25  52.249-1  52.249-8 | |
| **THESE CLAUSES APPLY TO USAID CONTRACTS** | | | | | | |
| **CLAUSE TITLE**  Organizational Conflicts of Interest After Award  Language and Measurement  Source, Origin and Nationality (See AAPD 12-03)  Local Procurement  Insurance – Liability to Third Persons  Salary Supplements for Host Government Employees  Government Property – USAID Reporting Requirements Title To and Care of Property | **AIDAR CITE**  752.209-71  752.211-70  752.225-70  752.225-71  752.228-07  752.231-71  752.245-70  752.245-71 | | | **CLAUSE TITLE**  Marking  Family Planning and Population Assistance Activities  Health and Accident Insurance for AID Participant Trainees  Conflicts Between Contract and Catalog  Required Visa Form for AID Participants  Approvals  Personnel  Acknowledgement and Disclaimer  Public Notices | **AIDAR CITE**  752.7009  752.7016  752.7018  752.7022  752.7023  752.7025  752,7027  752.7034  752.7035 | | |

## **Appendix B. sAMPLE bUDGET fORMAT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No/ #** | **ITEM** | **Qty** | **Unit** | **Cost/unit KGS** | **Total in KGS** | **Explanation (Comments)** |
| **A** | **Labor** | | | | | |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 | **Subtotal:** |  |  |  |  |  |
| **B** | **Transportation cost** | | | | | |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
|  | **Subtotal:** |  |  |  |  |  |
| **C** | **Supplies** | | | | | |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| **D** | **Any other activity related costs** | | | | | |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
|  | **Subtotal:** |  |  |  |  |  |
|  | **Grand total** |  |  |  |  |  |

Only direct costs should be included in the budget and allocated appropriately;

Budget should include detailed explanations on the planned expense items applied.

Signature: ……………………. Name: …………………….

Date: \_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_

## **aPPENDIX C. Technical Proposal Submission Sheet**

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

|  |  |
| --- | --- |
| Date of Technical Proposal: |  |
| RFP Number: | **FPS17-80** |
| RFP Title: | Fund investment research |

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 30 days from the time and date of the submission deadline.

Type of Business/Institution *(Check all that apply)*

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

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

***OR FOR US ORGANIZATIONS ONLY:***

☐ Nonprofit ☐ For-Profit ☐ Government Owned/Operated

☐ Large Business ☐ Small Business ☐ College or University

☐ Women Owned ☐ Small and Disadvantaged Business

Anti-Terrorism Certification

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

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

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

**Proposal Authorized By:**

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