REQUEST FOR PROPOSAL

Loan Conveyor Software System

ECP-SIG-001-AIYL

Under

USAID's Enterprise Competitiveness Project

Funded By

The United Agency for International Development

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A. COMPANY BACKGROUND

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

B. PROGRAM BACKGROUND

The USAID Enterprise Competitiveness Project is a five-year initiative that increases the income levels of Kyrgyzstani households through the creation of jobs and livelihood opportunities among small and medium enterprises (SMEs). By accelerating an inclusive, market-led growth the project increases Kyrgyz SME's competitiveness, facilitate their access to markets, catalyze investments, build opportunities for women and youth, and improve the business environment.

II.   PURPOSE

Aiyl Bank OJSC is one of the largest financial institutions of the country, which implements state programs on development of agricultural sector, as well as provides a full range of quality banking services, including private and corporate clients, investment banking business, trade finance and asset management.

Due to bank's low interest rates, extensive branch network in rural areas and being largest provider of finance to rural population, esp. farmers, there is tremendous demand for Aiyl Bank's financial services, esp. at the beginning of the year before spring planting of crops starts. Due to manual human involved loan processing, Aiyl Bank is not physically capable to process all credit applications in time, esp. at high peak season, which delays disbursement to farmers and SMEs engaged in agriculture. This has negative impact for agricultural development in the country.

The goal of the project is automatization of credit disbursement activity of Aiyl Bank from the moment when loan application is received until complete finalization of credit transaction between the bank and the customer. The project will procure a software (Loan Conveyor) that will solve following tasks for the bank:

- Execution and registration of a loan application received from various information channels (front office, points of sale, internet/mobile banking, CRM, etc.)
- Assessment of the borrower's creditworthiness and the level of credit risk of a potential transaction
- Assessment of the borrower and related counterparties and identification of fraud or malpractice
- Compliance control and preparation of reports for the National Bank of the Kyrgyz Republic
- Preparation and approval of loan security documentation
- Monitoring of payment discipline and actual activities of the borrower
- Monitoring of troubled debts and control of activities for working with debtor clients
- Integration with external data sources

Implementation of this project will help Aiyl Bank to reduce the time for consideration of the application and increase number of loans issued, esp. during bank's peak seasons related to agricultural nature of bank's major customer groups (planting and harvesting seasons). This project will also help the state bank in minimization of the financial risks at mass lending, optimization of operational costs and reduction in the cost of servicing loans. This will help Aiyl Bank to stay competitive in the market and use saved from optimization resources to provide access to

finance to larger group of farmers, SMEs, and customers in rural areas of the Kyrgyz Republic. This will result in development of SMEs in rural areas, creating more employment opportunities in the regions, increase of SMEs' sales and poverty reduction.

A. DELIVERABLES

LOAN CONVEYOR

This list is a set of functional requirements for the loan conveyor, which should be ready-made software for creating and processing loan applications. The credit conveyor should be used as an application desktop or on mobile devices (e.g. tablets) for fieldwork. A list of the required features and technical specifications can be found under the "Functional Requirements" section below.

I. FUNCTIONAL REQUIREMENTS

1. General requirements.
1.1. The participant / supplier must provide written confirmation of the successful implementation experience.
1.2. The experience of the Participant and separately key personnel in the development of information systems must be at least 5 (five) years.

1.3. The participant's / supplier's software developer(s) must meet the following requirements:

- Experience in developing high complexity software in the area of finance/banking
- Track record of implementing at least one similar complex solution in a mid- to large-sized financial institution in the country or abroad
- Experience in building high-loaded and scalable applications
- Solid knowledge of the following technologies/programming languages: SQL, JS, PHP. Knowledge of ExtJS is an advantage.
- Experience in software integrations (REST API, SOAP API)
- Experience in designing the software flexibly changeable and customizable as per client needs from the admin panel without changes to the source code is an advantage
- Required development capacities: front-end staff, back-end staff, IT architect, testers

1.4. Business analyst(s)/credit process automation expert(s) must meet the following requirements:

- At least 10 years of professional experience in banking industry and/or management consulting in the banking sector;
- Preferred focus of experience: business process transformation/optimization, MSME, agricultural, retail and/or corporate business lending development, credit risk management, credit administration, automated credit product development or similar functions;
- Proven track record of business processes and technology optimization for front-, middle- and/or back-office;
- Experience of cooperation with software developers in drafting business/technical requirements to banking software;
- Solid professional experience at least in banks of Russia, Eastern Europe, the Caucasus and Central Asia with proven understanding of customer behavior, principles of running business, and bank lending products and processes in the respective region;
- Fluent spoken and written Russian is a must.

1.5. The necessary permanent licenses for the right to use the product, for an unlimited number of users, modules, as well as any objects (departments, quantitative and qualitative parameters of operations) must be included.

1.6. It is necessary to include / provide the Bank with annual technical, service and other support / updates during the implementation period and after its full industrial commissioning in the Bank, including oral / written consultations, practical assistance in correcting, changing / supplementing and updating, functionality / modules etc., as well as all conditions and levels of technical and any other support / updates in the future.

1.6. Availability of our own developments in the implementation of credit scoring systems in banks, with the possibility of providing this system for the use of the Bank, including consulting/technical assistance.

2. Requirements for credit cycles and credit products

2.1. The ability to customize the credit cycle in accordance with the bank's credit procedures using an intuitive admin interface. The management of the credit cycle settings should be carried out by the bank employees without the involvement of external developers.

2.2. Automatic routing of a loan application according to customizable credit cycle rules (including underwriting).

2.3. The ability to customize individual credit cycles for different products, segments or decision levels.

2.4. Possibility of flexible integration with other information systems, both internal and external.

2.5. Maintaining a complete history of processing loan applications and a log of actions.

2.6. No restrictions on the number of credit cycles, credit products and system users.

3. Requirements for forms of documents and customer data

3.1. The ability to customize the content of individual web forms and printed forms of documents. Document forms should be managed by technical specialists of the bank without involving external developers.

3.2. The structure of web forms should be dynamic and change automatically depending on the selected parameters.

3.3. Possibility to customize input control and data format, specify required fields.

3.4. Possibility of individual design of forms.

3.5. Ability to use custom dropdown lists.

3.6. Mandatory input and storage of all financial data of the client with the possibility of their subsequent analysis and use for the development of scoring cards.

3.7. The ability to save all the data contained in the forms. 3.8. The ability to automatically fill in data on objects (customer data, data on loans, schedules, etc.) requested from external systems, including the automated banking system (ABS).

4. Requirements for a loan application

4.1. The system should manage, route and record loan applications. The settings for these functions should be managed by the bank's technical specialists without the involvement of external developers.

4.2. There should be a separate workspace for each business role / user within the credit cycle.

4.3. Ability to work in a "Single Window" with a loan application (all analytical tools in one window).

4.4. Saving all data on the loan application, history and results of approval of the loan application.

4.5. Configuring restrictions on editing a loan application depending on the stage of the loan cycle and / or business role and / or user type.

4.6. The ability to search for applications using a filter by various parameters.

4.7. The ability to use existing customer data for new loan applications, including data imported from the bank's external information system and other databases in case of integration.

4.8. Possibility to organize folders of loan applications with archived and active status.

4.9. Possibility to configure e-mail notifications about changes in the status of a loan application.

4.10. Export of files in xml, xlsx and csv formats.

5. Requirements for document flow

5.1. The system should provide work with documents for a loan application. The built-in document directory should allow you to structure the files stored in the system. The settings for these functions should be managed by the bank's technical specialists without the involvement of external developers.

5.2. There should be a single document flow (loan application, borrower / guarantor documents, business photos, credit resume, etc.).

5.3. Ability to upload, store and view documents related to the loan application

5.4. Ability to add documents of various formats

5.5. Ability to print documents

5.6. The ability to save the history of working with documents and maintain comments on the document.

5.7. Availability of the "Checklist" technology - built-in reminders in the form of checklists for users, which allow to automatically or manually mark the fulfillment of requirements, application parameters or availability of mandatory documents.

5.8. Electronic registration of the order of applications, including for state lending programs and the ability to export data from the logs of credit applications to external systems (website).

5.9. All available products and tariffs must be imported from the relevant ABS directories in accordance with the integration protocol.

5.10. Possibility to customize the multilevel architecture of the Bank's credit committees.

6. Requirements for accounts and business roles

6.1. The system should not limit the number of business roles and users in a credit cycle. The settings for these functions should be managed by the bank's technical specialists without the involvement of external developers. 6.2. It should be possible for one user to combine several business roles.

6.3. The ability to group users into separate groups.

6.4. The ability to save the history of all user actions.

6.5. The system for setting access levels and general user rights in the system should be intuitive.

6.6. The ability to customize the rights and available actions of users for each role and for each stage of the credit cycle. 6.7. Ability to customize access (rights and privileges) at the level of objects, rules, and limits.

6.8. The ability to maintain a catalog of business roles.

6.9. Multilingual user interface: the ability to fully translate the system interface into several languages and switch the system language in one click.

6.10. Multilingual support for exit forms (questionnaires, contracts, applications).

6.11. Possibility of authorization through MS AD accounts.

6.12. Possibility of converting a voice recording into text, with subsequent recognition and use of text / numbers when the program is running.

7. Requirements for analytical tools for assessing borrowers

7.1. The system should be a module that can be used for different approaches to customer analysis and assessment. For these purposes, a set of analytical tools must be provided that are adapted to the needs of the customer, taking into account the practice of making credit decisions in the bank. The settings for these functions should be managed by the bank's technical specialists without the involvement of

external developers. Analytical tools should be able to partially or completely automate the credit decision making model.

7.2. Customizable web-based credit resume for different client segments. It should be possible to download the necessary data from the entire archive of applications / resumes in the form of a convenient tabular report.

7.3. To effectively assess the solvency of the agricultural borrower, the system should provide for the maintenance and use of integrated agritechnical maps. Agritechnical cards, in turn, must contain data on the agricultural cycle (the cost of the agricultural cycle and work performed, the availability of working capital, the need for additional financing, surplus / deficit of working capital), maps of crop production for all types of crops relevant for the climate zones and agricultural sector of Kyrgyzstan, types of technological operations and materials used in these operations in the context of periods (years and seasons - winter sowing, spring sowing), sowing areas, calculation of the cost of an accounting unit of measurement (kg, centner, ton, etc.), agricultural produce balance for crops with indicators of gross harvest, cost of sale, balance at the beginning of the analyzed period,

consumption for seeds, fodder, on-farm use, spoil/loss/rot, balance at the time of analysis, gross revenue, cost of sales and residual products at the time of analysis, livestock flow (livestock at the beginning of the period and at the time of analysis, indicators of offspring, purchases, sales, mortality, losses, slaughter, exchange, donations, physical growth, expected and actual indicators in absolute and monetary terms, etc.), calculation of the cost of livestock and operating costs in animal husbandry, etc. There should be functionality when a loan officer, filling out basic information about an agricultural borrower and his business, would not have the ability to manipulate the data, and the system would automatically calculate the main indicators of the financial condition of the agricultural borrower. Agritechnical maps should contain information about crops and animal species and, if necessary, be updated by the system administrator without participation of IT personnel. Agritechnical maps should work in conjunction with a credit resume.

7.4. It should be possible to integrate scoring cards to evaluate the borrower based on the data entered at the stage of filling out the loan application, from the loan resume and based on the results of the borrower's checks, all saved borrower data should be used. Based on the results of calculating the scoring score, it should be possible to set up for making an automatic decision on a loan application. It should be possible to hide from the loan officer the results of calculating the scoring score, stop factors, and an automated alternative offer with access only to employees who make a decision on a loan application.

7.5. The scoring model should be the vendor's own design. The supplier, in turn, should have experience in implementing such a scoring system at least in banks in Russia/Eastern Europe/the Caucasus/Central Asia.

7.6. The ability to maintain a set of indicators that allow you to identify loan applications that have a sign of a fraudulent transaction, based on information received from the client, entered and stored in the system. The system must identify applications with signs of fraud for subsequent additional checks.

8. Requirements for embedded reporting

8.1. A dynamic reporting unit should be built in, which allows you to generate all the necessary reports on the credit process in real time. No programming skills should be required to work with the reporting interface.

8.2. The ability to monitor the credit cycle in real time

8.3. The ability to track the efficiency and productivity of employees (portfolio at risk for each loan officer).

8.4. The system should contain pre-installed (static) and individually customizable reports.

8.5. Ability to customize, save and edit dynamic reports.

8.6. Ability to control access to reporting for different positions of employees.

8.7. Ability to export reports in tabular form.

8.8. Ability to print reports.

9. Other requirements

9.1. The system should be a web application based on client-server technologies with a clear separation of the back-end and front-end parts.

9.2. The front-end part should be developed using JavaScript technologies.

9.3 The back-end part should be developed based on one of the efficient programming languages such as Java, Python, PHP, etc. and must operate on Linux or UNIX operating systems.

9.4. The system must support Open Source databases such as Firebird, Postgres, MySql.

9.5. In the case of using paid licensed third-party components (including DBMS, operating systems and other system software), the required licenses must be included in the project.

9.6. The system should be able to integrate online with external information systems using API (REST / SOAP) or direct access to databases.

9.7. The system must have functionality for visual customization of business processes.

9.8. The system must have functionality for fine-tuning system objects and database fields.

9.9. The system must be open source and changeable. The source code must be documented

9.10. It is necessary to provide a detailed architecture of the system (OS, DBMS), as well as describe in detail the number, conditions and list of licenses included in the bid. 9.11. It is

necessary to provide a list of recommended server and network equipment for stable system operation, taking into account scalability and fault tolerance.

9.12. In order to exclude / reduce dependence on the vendor, the Participant / supplier must provide the Bank with the necessary tools (constructor of forms and reports, constructor of business processes, script mechanism, built-in programming language, source codes / keys, etc.), enabling the Bank's developers to independently make changes / additions and updates, if necessary.

9.13. Multilevel reference documentation (reference guide for administrator, user).

9.14. The project must include a mobile application. Ability to work offline.

9.15. The ability to store data and generate reports and contracts in several languages. 9.16. The system should include the ability to conduct automated questionnaire scoring (for all types of borrowers and all sectors of the economy, including the agricultural sector), with flexibly expandable rules for calculating scoring points, a set of stop / go factors, the ability to use not only the questionnaire itself, but also the data in the assessment received from third-party systems.

10. Integration requirements

10.1. Integration with MS AD for user authorization.

10.2. Integration with automated information system "State Register of National Passports" (AIS "GRNP") for the import of the client's passport data.

10.3. Integration with the system of interdepartmental electronic interaction "Tunduk", the function of which is to ensure technical coordination in the implementation of electronic government and electronic interaction between state bodies, local governments, state institutions and enterprises, as well as legal entities and individuals, including when providing state and municipal services in electronic format. Businesses need to describe the services they need, for example: a statement from the Social Fund about debt and / or wages, a statement from the tax authority about the absence of debt, information on the number of livestock, property under arrest, etc. all that is needed for credit scoring).

10.5. Integration with a passport scanner.

11. Safety requirements

11.1. The system should ensure the safety of information in the event of a complete or partial power outage, equipment failure in any part of the system by internal or external means

11.2. Two-factor user authentication;

11.3. Flexible configuration of password policy

11.4. Ability to authenticate from an external system (AD, LDAP)

11.5. Monitoring and the ability to download the actions of all users of the system, including privileged users (administrators).

11.6. The ability to log operations performed by system users (login) as well as workstations (from which PC)

11.7. The operating system (LINUX \ Unix) must be modern, well-known and must have an open repository to receive timely updates.

11.8. System components must have an update mechanism in case of finding critical vulnerabilities

11.9. System components should not have rigid dependencies on the OS version as a whole and its individual parts in particular, or such dependencies should be eliminated within a reasonable time frame.

11.10. Data transmission must be protected using modern encryption algorithms.

11.11. System components such as databases must be reliably protected from unauthorized direct access to data. All data transmitted between system components must be also reliably protected using modern encryption algorithms.

11.12. A plus for the system will be the presence of transparent authentication in the domain (SSO)

III.   CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a *Blanket Purchase Order Agreement* to an Offeror which will include at least one fixed payment(s) based on submission and ACDI/VOCA and Aiyl Bank acceptance of deliverables described in section. Once an award is issued, it will include a fixed price payment schedule with deliverables specified above. A copy of the purchase order terms and conditions are attached to this RFP for informational purposes.

A. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. The technical and price proposals should be sent via email. Each volume shall be clearly identified with the RFP number and the Offeror's name.

   All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP.

ACDI/VOCA	
Attention:	Proposal Manager
Email:	ProcurementECP@acdivoca.org

   Faxed offers are not acceptable.

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

Name:	**Procurement Manager**
Email:	**ProcurementECP@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:

Corporate Experience (35%)

Successful bidders should provide a technical proposal clearing demonstrating a proven track record in providing loan conveyor software meeting all of the technical specifications and services required therein including all of those described in the deliverables section. Bidders should include the following information at a minimum:

a. Organization Overview
b. Capabilities Statement
c. Detailed description of proposed software
d. Website
e. Detailed activity (work) Schedule

Quality of product and services (30%)

Past Performance – references (25%)

Please include three client references and contact information. References should have worked with your organization within the past three years in connection to install similar or identical loan processing software with financial institutions (preferably financial institutions comparable to Ayil Bank).

Personnel – installers and trainers (10%)

Identify the proposed staff who would lead the installation process and provide training and troubleshooting services. Include no more than a half-page biosketch for each individual considered essential for the successful implementation of this contract.

One or more bidders meeting the general criteria may be requested to provide a demonstration to ECP project staff as well as staff at Aiyl Bank (in person or virtually as appropriate)

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.

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 Offeror and, if endorsed, the Offeror will begin work on the project.

VII.   TERMS AND CONDITIONS

A.   LATE SUBMISSIONS

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their quotations are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to ACDI/VOCA or its employees/agents, or if it is in the best interest of ACDI/VOCA.

B.   MODIFICATION OF RFP REQUIREMENTS

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

C.   WITHDRAWALS OF PROPOSALS

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

D.   RIGHT OF NEGOTIATION AND ACCEPTANCE OF PROPOSAL

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

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

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

E. VALIDITY OF PROPOSAL

Proposals submitted shall remain open for acceptance for 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.

VIII. ATTACHMENTS

Appendix A: Purchase Order General Terms and Conditions

Appendix B: Technical Proposal Submission Sheet

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 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.

13. 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.

14. 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.

15. 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.

16. 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.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx; and http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Vendor may not charge under this Purchase Order any item which has a source/origin from any restricted countries or prohibited sources, as designated by the U.S. State Department. Further, 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.

17. 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.

18. 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.

19. 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.

20. <u>Anti-discrimination.</u> 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

21. <u>Access to Records.</u> 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.

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	FAR CITE	CLAUSE TITLE	FAR CITE
Definitions	52.202-1	Combatting Trafficking in Persons	52.222.50
Restriction on Subcontractor Sales to the Government	52.203-6	Privacy Act Notification	52.224-1
Anti-Kickback Procedures 52.203-7	52.203- 52.204-3	Restrictions on Certain Foreign Purchases	52.225-13
Taxpayer Identification	52-204-6		
Data Universal Numbering System (DUNS)			
Annual Representations & Certifications	52.204-8	Patent Rights – Acquisition by the Government	52.227-13
	52.209-6	Rights in Data – Special Works	52.227-17
Protecting Government's Interest When Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment		Payments Under Time & Materials/Labor Hour Contracts	52.232-7
		Disputes, Alternate I	52.233-1
		Restrictions on Severance Payments to Foreign Nationals	52.237-8
		Stop Work Order, Alternate I	52.242-15
Material Requirements	52.211-5	Government Delay of Work	52.242-17
Liquidated Damages (1% of Contract Value/Day)	52.211-11	Changes-Fixed Price	52.243-1
Terms and Conditions – Simplified Acquisition	52.213-4	Subcontracts	52.244-2
(Other Than Commercial Items)		Inspection of Supplies – Fixed Price	52.246-2
Order of Precedence	52.215-8	Contractor Liability for Personal Injury and/or Property Damage (applies only to POs for transportation services)	
Convict Labor (U.S. POs only)	52.222-3		52.247-21
Child Labor- Cooperation With Authorities and Remedies	52.222-19	Contract Not Affected By Oral Agreement	52.247-27
Walsh-Healy Act	52.222-20	Preference for U.S.-Flag Air Carriers	52.247-63
Prohibition of Segregated Facilities	52.222-21	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Affirmative Action Compliance Equal Opportunity	52.222-25		52.249-2
	52.222-26	Termination For Convenience of the Government (Fixed Price)	
Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans		Termination (Cost Reimbursement) (for any cost reimbursable elements	52.249-6
(for POs over $100,000 only)	52.222-35		
Affirmative Action for Workers With Disabilities			
Employment Reports on Disabled Veterans and Veterans	52.222-36		
of the Vietnam Era	52.222-37		

THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Service Contract Act	52.222-41	Inspection of Services – Fixed Price	52.246-4
Changes – Fixed Price Services, Alternate II	52.243-1	Inspection – Time & Materials/Labor Hours	52.246-6
Changes – Time & Materials/Labor Hours	52.243-3	HBCU and Minority Institution Representations	52.226-2

THESE FAR CLAUSES APPLY TO CONTRACTS $150,000 AND ABOVE

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE

Clause Title	FAR Cite	Clause Title	FAR Cite
Certificate of Independent Price Determination	52.203-2	Payment for Overtime Premiums	52.222-2
Gratuities	52.203-3	Drug-Free Workplace	52.223-6
Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	52.203-8	Authorization and Consent	52.227-1
		Notice and Assistance Regarding Patent & Copyright Infringement	52.227-2
Price or Fee Adjustment for Illegal or Improper Activity	52.203-10		
Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	52.203-11	Federal, State, and Local Taxes	52.229-3
		Federal, State, and Local Taxes	52.229-6
Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Interest	52.232-17
		Stop-Work Order	52.242-15
Printed or Copied Double-Sided on Recycled Paper	52.204-4	Competition in Subcontracting	52.244-5
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.209-5	Contractor Inspection Requirements	52.246-1
		Limitation of Liability	52.246-23
Responsibility Matters	52.209-7	Limitation of Liability – Services	52.246-25
Updates of Information Regarding Responsibility Matters	52.209-9	Termination of Convenience for the Government (Fixed Price-SF)	52.249-1
Audit and Records – Negotiation	52.215-2	Default (Fixed-Price Supply and Service)	52.249-8
Integrity of Unit Prices	52.215-14		
Price Re-determination – Retroactive	52.216-6		

THESE CLAUSES APPLY TO USAID CONTRACTS			
CLAUSE TITLE	**AIDAR CITE**	**CLAUSE TITLE**	**AIDAR CITE**
Organizational Conflicts of Interest After Award	752.209-71	Marking	752.7009
Language and Measurement	752.211-70	Family Planning and Population Assistance Activities	752.7016
Source, Origin and Nationality (See AAPD 12-03)	752.225-70	Health and Accident Insurance for AID Participant Trainees	752.7018
Local Procurement	752.225-71		
Insurance – Liability to Third Persons	752.228-07	Conflicts Between Contract and Catalog	752.7022
Salary Supplements for Host Government Employees	752.231-71	Required Visa Form for AID Participants	752.7023
Government Property – USAID Reporting Requirements	752.245-70	Approvals	752.7025
Title To and Care of Property	752.245-71	Personnel	752,7027
		Acknowledgement and Disclaimer	752.7034
		Public Notices	752.7035

(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.   _____