



## **REQUEST FOR PROPOSAL**

Freight Forwarding Services  
RFP 2015-Freight Forwarder-03.05.15

**Under**

ACDI/VOCA

<b>RFP Release Date:</b>	March 17, 2015
<b>Estimated Performance Period:</b>	May 1, 2015 - April 30, 2017 (base period)  May 1, 2017 – April 30, 2018 (option period)
<b>Proposal Submission Deadline:</b>	April 15, 2015
<b>Question/ Inquiry Submission Deadline:</b>	March 31, 2015

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## I. Introduction

### A. COMPANY BACKGROUND

Based in Washington, D.C., ACDI/VOCA is a nonprofit international development organization that delivers technical and management assistance in 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).

## II. Purpose

The purpose of this Request for Proposals is to acquire the services of a Contractor to fulfill shipping, warehousing and other associated freight forward activities worldwide as a Subcontractor to ACDI/VOCA under various U.S. Government awards including contracts, cooperative agreements and grants, as well as public, private and international organizations and non-U.S. Government awards. It is anticipated that ACDI/VOCA will issue a Blanket Purchase Agreement (BPA) to one or more organizations that are determined to provide the best value to ACDI/VOCA.

Generally, offerors shall be required to submit a proposed approach to the stated requirements and provide a firm-fixed price for basic services and a not-to-exceed ceiling price for an extraordinary services or undeterminable cost items.

### A. SCOPE OF WORK

ACDI/VOCA is seeking to get proposals from qualified organizations for freight forwarding services for household effects, general cargo and office moves as fully described in the enclosed Request for Proposal (RFP). This RFP is for a Blanket Purchase Agreement (BPA). The purpose of this contractual agreement is to establish and agree on all terms and conditions, including unit price, which will be binding in the event ACDI/VOCA issues Work Orders. The intent of this contractual agreement is to streamline the ordering process and eliminate the need for repetitive negotiation and issuance of stand-alone contracts. Specific contractual requirements are detailed in Section C. Deliverables.

### B. PERIOD OF PERFORMANCE

The anticipated period of performance will be for two years starting May 1, 2015 to April 30, 2017. ACDI/VOCA has included an Option Period of one year from May 1, 2017 to April 30, 2018 subject to satisfactory performance of work and services provided by the Freight Forwarder. Option Period will be exercised by modification to the blanket purchasing agreement.

### C. DELIVERABLES

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## SHIPPING REQUIREMENTS

These services will include, but are not limited to, capability to provide the following:

1. The Freight Forwarder will be required to contact suppliers/manufacturers/ACDI/VOCA staff to coordinate the timely delivery of goods to the Freight Forwarder's warehouse, or to be picked up by the Freight Forwarder. The representative types of cargo to be shipped include, but are not limited to: computer workstations, components and peripherals; books; school materials; general office equipment; vehicles and personal household effects.

2. The Freight Forwarder will be required to provide surveys of Household Effect shipments with inventory to ACDI/VOCA and Employee.
3. The Freight Forwarder will be required to conduct an inspection of the goods upon delivery to the Freight Forwarder's warehouse as designated by ACDI/VOCA. At minimum, all deliveries shall be counted and inspected for damages or loss, and for the general integrity of the delivery. The Freight Forwarder will ensure that all markings and documentation are in accordance with the Work Order and other relevant documentation; that detailed packing lists have been supplied; and that such lists are accurate. A detailed receiving report will be issued for each delivery.
4. The Freight Forwarder will be required to inventory the goods upon delivery to the Freight Forwarder's warehouse, using inspection type as designated by ACDI/VOCA.
  - TYPE A: Outside packing—comparison of packing list per supplier/manufacturer's packing list and the ACDI/VOCA Order/Purchase Order/Contract/Commercial Invoice.
  - TYPE B: Inside packing—inventory of goods in its packaging.
  - TYPE C: Commodity inspection—actual inspection of each individual item to determine conformity to specifications; to determine correct voltage.
5. The Freight Forwarder will be required to export, pack, and protect the goods to prevent damage thereto or deterioration thereof. All equipment and materials, where applicable, shall be skidded, blocked, palletized, or bundled to allow protection in handling and accessible loading and unloading.
6. The Freight Forwarder will be required to provide cost estimation for air vs. sea shipment for each request for a Work Order proposal by ACDI/VOCA. Air shipments will be in gross lbs. and sea shipments will be in net lbs. If a quote is not submitted to ACDI/VOCA within 3 business days (72 hours), ACDI/VOCA may elect to exclude the freight forwarder from consideration for the particular job.
7. The Freight Forwarder will be required to deliver the goods to the airport when so designated by ACDI/VOCA that shipment is to be made by air.
8. The Freight Forwarder will be required to deliver the goods to the nearest U.S. Port of Loading when so designated by ACDI/VOCA that shipment is to be made by ocean.
9. The Freight Forwarder will be required to provide U.S. inland transportation, warehouse-to-warehouse or door to warehouse when requested by ACDI/VOCA.
10. The Freight Forwarder will be required to provide in-country (e.g., Ethiopia, Nicaragua, and Uganda) transportation to a warehouse or located designated by ACDI/VOCA.
11. All shipments should be considered Door to Door service unless otherwise noted on the Work Order. This may include shipping of containers from origin country to a destination country that is landlocked and requires inland transportation.
12. The Freight Forwarder will be required to provide insurance for the goods at 110% CIF value, all risk, including marine and war risks, warehouse-to-warehouse for all general cargo shipments. ACDI/VOCA expatriate staff is required to purchase their own insurance to cover the storage and transportation of their personal household effects.
13. Expediter fees are the responsibility of the Freight Forwarder unless otherwise agreed upon in the Work Order by ACDI/VOCA.
14. The Freight Forwarder will be required to palletize the goods whenever necessary.
15. The Freight Forwarder will be required to consolidate shipments whenever possible.
16. The Freight Forwarder will be required to containerize any ocean shipments whenever possible. Said containers will be locked and sealed.

17. The Freight Forwarder will be required to store goods at Forwarder’s warehouse until shipment of the goods. The first sixty (60) days of storage will be provided free of charge for all shipments including cargo and personal household effects.
18. The Freight Forwarder will be required to provide the following reports to the ACDI/VOCA Project Support Person identified upon issuance of the Work Order and ACDI/VOCA’s Procurement Agent via email in the time frame as follows:

Warehouse Receipt	Immediately upon receipt of the goods
Shipment Report	Immediately upon shipment of the goods
On-Hand Report	Weekly update on goods in warehouse
Status Report	Weekly update on status of all shipments
Pre-survey and Survey Results (for personal household effect shipments)	Upon completion (must be legible, contain item breakdown and clearly labeled weight, and signature of ACDI/VOCA employee or family member)
Final Pack Out	Upon completion (must be legible, contain item breakdown and clearly labeled weight, and signature of ACDI/VOCA employee or family member)

19. All ACDI/VOCA employees relocating their HHE are given specific allowance in lbs. that they are eligible to ship. ACDI/VOCA will provide a Work Order for co-signature to the Freight Forwarder and an instruction packet containing the details of allowances that will be covered by ACDI/VOCA and what should be covered by the employee. By signing the survey and pack out, the ACDI/VOCA employee is verifying that he/she is aware of their total lbs. ACDI/VOCA employees know that any weight in excess of their allowance is their sole financial responsibility. Freight Forwarders should invoice employees for any overages or any additional services not explicitly stated in the Work Order or any Modification thereof. It is the responsibility of the ACDI/VOCA Employee to understand that adding or subtracting things from the shipment prior to packing out after the survey may alter the final weights for each shipment. The Freight Forwarder must immediately notify ACDI/VOCA and the Employee regarding any discrepancies relating to their shipment and departure from the issued Work Order. For personal household effect shipments, the ACDI/VOCA Employee, ACDI/VOCA Project Support Personnel and ACDI/VOCA Procurement Agent must be copied on all correspondence from the Freight Forwarder.
20. For cargo and personal household effect container shipments, the Freight Forwarder will be required to draw up a detailed packing list, giving complete descriptions and quantities of each item from the supplier/manufacturer’s packing lists and inspection of goods received. For each shipment two copies of the packing list should be included with the shipment and one copy should be faxed/e-mailed to the respective field office identified in the Work Order. The Freight Forwarder will be required to quote all containerized shipments on a 10.4 pound cubic foot density. The use of lift vans for packaging is authorized.
21. For all air shipments (either general cargo or personal household effects), the Freight Forwarder will be required to quote on a 5.5 pound cubic foot density for surface shipments. Air shipments should be based on a 10.4 pound cubic foot density.
22. The Freight Forwarder will use U.S.-flag carriers and a U.S.-flag vessel for all shipments made from the United States, unless otherwise approved by ACDI/VOCA’s Procurement Agent or identified alternately in the Work Order. The Freight Forwarder may assist with obtaining waivers for non-U.S.-flag carrier vessels.
23. The Freight Forwarder will be required to provide and affix all labels, emblems, tags, decals, stencils or other identification materials required in this contract. The Freight Forwarder will assist ACDI/VOCA personnel in

completing all AES documents and any other documents related to the shipment under an approved Work Order.

24. The Freight Forwarder will provide ACDI/VOCA's Procurement Agent with access to an on-line interface to see the status and location of a general cargo or employee personal household effect shipment.

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#### PACKAGING REQUIREMENTS

1. All items, equipment and materials to be shipped under this contract shall be suitably packed and protected to prevent damage thereto or deterioration thereof. All equipment and material, where applicable, shall be skidded, blocked, palletized or bundled to allow protection in handling and accessible loading and unloading.
2. The Freight Forwarder shall place one copy of the packing list, giving complete description and quantities of each item inside the package, and affix one packing list to the outside of the package in a waterproof envelope or cover.
3. The Freight Forwarder shall containerize vehicles two (2) per forty foot (40') container if possible. Said containers shall be locked and sealed with keys sent directly to ACDI/VOCA personnel named as consignee or otherwise designated in the respective country.

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#### MARKING REQUIREMENTS

1. The markings on the packages/containers/boxes and the Ocean Bill of Lading (B/L) or Airway Bill or Truck B/L shall also contain such marking:

<b>Port of Shipment:</b>	
<b>Port of Destination:</b>	
<b>Consignor:</b>	
<b>Consignee:</b>	<b>Address</b>
	<b>Attn:</b>
	<b>Project No.:</b>
	<b>Tel:</b>
	<b>Fax:</b>
<b>Gross Weight:</b>	
<b>Net Weight:</b>	
<b>Package/Case No.:</b>	

2. The Freight Forwarder may add such other numbers, words, references, etc., as may be required.
3. The Freight Forwarder shall be responsible for assuring that all individually shipped equipment, cartons, containers and pallets carry the official USAID emblem, and for correctly marking the goods prior to shipment. Emblems shall be affixed by metal plates, decal, stencil, label, tag, or other means depending upon the type of commodity or shipping container and the nature of the surface to be marked. Emblems shall be provided by the Freight Forwarder.
4. The emblem placed on the goods shall be as durable as the trademark, company, or brand name affixed by the manufacturer and the emblem on each shipping container must be affixed in a manner which assures that it will remain legible until the container reaches its destination. Such containers shall display the last set of digits of the identification number of the pertinent implementing document in character equal to height of the shipper's marks.
5. ACDI/VOCA will provide emblems or logos to the Freight Forwarder for use under shipments if requested by the Freight Forwarder.

### III. Contract Mechanism & Terms of Payment

During the period of performance of the Blanket Purchase Agreement, ACDI/VOCA anticipates issuing individual work orders under the BPA as work is required. ACDI/VOCA will issue fixed payment(s) based on submission and ACDI/VOCA acceptance of deliverables. Once an award is issued, it will include a fixed price payment schedule with deliverables specified above with cost reimbursable fees (if necessary) and incorporated in issued Work Orders and Work Order Modifications. A copy of the Blanket Purchasing Agreement and 2<sup>nd</sup> tier Work Order and conditions are attached.

As provided under **52.216-18 Ordering (OCT 1995)**, the following applies:

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of Work Orders by individuals for activities designated herein. Such orders may be issued from the effective date of this contract through the expiration of this contract. Under no circumstances shall the order date be outside the end date of the BPA.
- b. All Work Orders are subject to the terms and conditions of the Blanket Purchasing Agreement. In the event of an express conflict between the requirements of a Work Order and this Contract, the Work Order shall control. In all other conflicts or instances requiring clarification or interpretation, the BPA Contract will control.
- c. The Work Order is considered "issued" when ACDI/VOCA transmits the order by email to the Freight Forwarder. Orders may be issued orally and confirmed by written communications within two (2) business days. If ACDI/VOCA fails to confirm in writing within the 2 day period, the Contractor may refuse to fulfill the requirements of the Work Order without liability or penalty. Verbal orders may only be issued by the ACDI/VOCA Procurement Agent identified in the Master BPA.
- d. Work Order prices will be negotiated based on a written proposal from the Freight Forwarder which contains the following information
  1. Proposed service costs including weight, which are considered necessary for completion of work under the order, and sufficient information to establish the basis for the estimate of such costs; Costs for demurrage, packing, unpacking, and clearing fees shall be explicitly identified and authorized;
  2. A description of the Freight Forwarder's approach, method or plan to satisfy the work order requirements to include, but not limited to, U.S. warehousing locations, destination country arrangements and clearance/customs activities;
  3. A proposed time schedule for completion of the work and confirmation of the required deliver date;
  4. A certification that no USAID or other ACDI/VOCA employee has recommended the use of an individual or Subcontractor under the proposed Work Order who was not initially identified by the Contractor's organization; and
  5. That there is no conflict of interest that exists in the performance of the issued Work Order.
- e. Each Work Order shall specify:
  1. The work to be performed by the Contractor; the time(s) and place(s) of performance;
  2. An effective date and a completion date of the Work Order;
  3. A fixed price for services, and if applicable, a not-to-exceed amount for undeterminable but anticipated country costs **which shall constitute the maximum obligation of ACDI/VOCA** to the Contractor for performance of the Work Order; and
  4. Any deviation from the original work order requested by ACDI/VOCA will result in the issuance of a Work Order Modification;



5. No unauthorized fees or charges will be paid without prior notification from the Contractor, and without issuance of a Work Order Modification by ACDI/VOCA.
- f. Work Order proposals will be requested from all BPA holders and evaluation on the basis of best value to ACDI/VOCA with total price (fixed plus not-to-exceed portions) and delivery time as the primary factors of consideration.
- g. On occasion, ACDI/VOCA reserves the right to set aside requirements for small business certified Freight Forwarders and to solicit request quotes only from those qualified Master Contract holders to satisfy U.S. government small business subcontracting requirements under a specific ACDI/VOCA award.

#### OTHER TECHNICAL DIRECTIONS

Performance of the Work Order under this Contract shall be subject to the technical directions of a duly-designated ACDI/VOCA representative. As used herein, “technical directions” are written directions to the Contractor which fill in details, clarify requirements, or assists in the interpretation of the Statement of Work or Work Order. Technical directions must be in writing and must be within the terms of this Contract and any Modifications issued hereunder.

The Contractor shall, upon receipt of the fully executed Work Order, promptly commence the work specified therein. It is anticipated that there will be very short notice of requirements for services under this Contract, and the Contractor’s prompt response is required.

### IV. Proposal Preparation and Submission Requirements

#### A. INSTRUCTIONS FOR PROPOSAL PREPARATION

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

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##### 1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

Demonstrate capabilities and technical experience by providing the following (maximum of 10 pages):

- a. Organization Overview
- b. Capabilities Statement
- c. Project Approach
- d. Partner/Subcontractor
- e. Website or Online Portal for tracking shipment
- f. Activity (work) Schedule
- g. Monitoring and Evaluation Plan

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##### 2. PROJECT STAFFING

Identify the individuals who will be assigned to work on the Master Blanket Purchasing Agreement as awarded and include their CV with the following criteria:

- a. Account Manager or Representative (at least 10 years industry experience)
- b. Household Effects Coordinator (at least 5 years’ experience)
- c. General Cargo Coordinator (at least 5 years’ experience)

It is possible to submit one candidate who will act as all three positions if the candidate should possess at least 7 years of experience. The Offeror shall also provide a reporting process to identify management points of contact to address specific work performance issues for resolution.

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**3. COST PROPOSAL**

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

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**4. REFERENCES**

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

**B. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL**

1. The technical and price proposals shall be separately bound and identified as such (or sent via email in separate files). Each volume shall be clearly identified with the RFP number and the Offeror's name.

All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP. Offerors must submit one copy of the original and two copies of the proposal by email or hard copy may be mailed to:

<b>ACDI/VOCA</b>	
50 F Street, NW, Suite 1000	
Washington, DC 20001	
Subject: RFP 2015-Freight Forwarder-03.05.15	
<b>Attention:</b>	ACDI/VOCA Procurement Agent
<b>Email:</b>	<a href="mailto:awards@acdivoca.org">awards@acdivoca.org</a>

Faxed offers are not acceptable.

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

	Contractual	Technical
<b>Name:</b>	Linda Jarrett	Sharon Ball
<b>Email:</b>	<a href="mailto:ljarett@acdivoca.org">ljarett@acdivoca.org</a>	<a href="mailto:sball@acdivoca.org">sball@acdivoca.org</a>

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:

- a. Corporate Capabilities
- b. Past Performance with ACDI/VOCA or substantial industry references with organizations of the same scope and size
- c. Sample Response to Quotation Requests (Appendix: B)
- d. Small Business Certification (if applicable to your company)
- e. Assigned Personnel
- f. Proposal Presentation

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 one or more responsible Offerors whose proposals follow 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. One or more preferred Offerors will be chosen and formally notified. A formal contract will be negotiated with the selected Offerors and, if endorsed, the Offerors will begin work on the project. ACDI/VOCA is anticipating awarding three Blanket Purchasing Agreements with a total of three firms with a ceiling of \$250,000 each for a period of one year with an option period of one year. ACDI/VOCA may also award one Small Business set-aside for an equivalent amount for one year with an option period of one year.

## VII. Terms and Conditions

### A. LATE SUBMISSIONS

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

### B. MODIFICATION OF RFP REQUIREMENTS

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

### C. WITHDRAWALS OF PROPOSALS

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

#### D. RIGHT OF NEGOTIATION AND ACCEPTANCE OF PROPOSAL

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

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

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

#### E. VALIDITY OF PROPOSAL

Proposals submitted shall remain open for acceptance for 60 days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

#### F. MINIMUM OFFEROR QUALIFICATIONS

Offerors submitting proposals must (1) be officially licensed to do such business in the United States and all countries in which we operate (Appendix: F), (2) be able to receive US Government and private donor funds and (3) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

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

#### G. INTELLECTUAL PROPERTY RIGHTS

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

### VIII. Attachments

Appendix A: Blanket Purchase Agreement with General Terms and Conditions

Appendix B: Sample Response to Quotation Requests

Appendix C: Work Order

Appendix D: Instruction Package

Appendix E: Technical Proposal Submission Sheet

Appendix F: Country List

## APPENDIX A. BLANKET PURCHASE AGREEMENT WITH GENERAL TERMS AND CONDITIONS

**ACDI/VOCA**

50 F ST. NW, Suite 1075

Washington, DC 20001

**Blanket Purchase Agreement (BPA)**

<b>1. BPA NO.:</b>	<b>2. RFP No.:</b>	<b>3. EFFECTIVE DATE:</b>	
<b>4. DELIVERY DATE/PERIOD OF PERFORMANCE:</b>			
<b>5. VENDOR NAME &amp; ADDRESS</b>		<b>6. PLACE OF DELIVERY/ACCEPTANCE</b>	
<b>TELEPHONE NO.:</b> <b>EMAIL ADDRESS:</b> <b>VENDOR TIN/EIN NO.:</b> <b>DUNS NO.:</b>		ACDI/VOCA ATTN:  <b>ACDI/VOCA ACCOUNTS PAYABLE:</b> <b>TELEPHONE/FAX NO.:</b> <b>E-MAIL ADDRESS:</b>	
<b>7. ACDI/VOCA CHARGE CODE/COST:</b>		<b>9. AWARD NO:</b>	
<b>8. ACDI/VOCA VAT EXEMPTION:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
<b>10. TYPE OF ORDER</b>			
<p><u>Blanket Purchase Agreement:</u> The signature of an authorized official of the Vendor's Organization is required in the space provided below. This contract shall not be in effect until the authorized representatives of both parties have affixed their respective signatures to an Original of this document. This contract shall not be changed without the prior written consent of both parties.</p>			
<b>11. TYPE OF BUSINESS/INSTITUTION (Check all that apply)</b>			
Vendor certifies that it is: <input type="checkbox"/> Non U.S. Owned			
<b>FOR U.S. ORGANIZATIONS ONLY:</b>			
<input type="checkbox"/> Non-Profit		<input type="checkbox"/> For-Profit	<input type="checkbox"/> Government Owned/Operated
<input type="checkbox"/> Large Business		<input type="checkbox"/> Small Business	<input type="checkbox"/> College or University
<input type="checkbox"/> Small and Disadvantaged Business		<input type="checkbox"/> Women Owned	
<b>SPECIFICATIONS</b>			
<b>12. Description</b>	<b>13. Quantity</b>	<b>14. Unit Price</b>	<b>15. Totals</b>
<input type="checkbox"/> see attached			

**AGREEMENT OF THE PARTIES**

The Vendor agrees to deliver/perform all supplies/services set forth above and on any continuation sheet(s) attached hereto for the price specified in the attached schedule in accordance with the terms and conditions set forth herein. ACDI/VOCA is ***not obligated to purchase*** any definite amount under this agreement. The Vendor will ***not*** begin work or deliver goods/services until a valid Work Order is issued.

ACDI/VOCA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

## GENERAL BUSINESS TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

**9. Suspension and Termination.** ACDI/VOCA shall retain the right to direct Vendor to stop work ("Suspension") at any time. Such direction must be in writing and shall be effective for a period of no more than 30 days after which time Vendor may continue work absent direction to do so or a notice of termination at their own risk. Under no circumstances shall Vendor receive more than the original value of this Purchase Order. "Termination": ACDI/VOCA reserves the right to terminate this Purchase Order when: 1. deemed in the best interests of its client; or 2. if the Vendor defaults in performing this Purchase Order and fails to cure the default within 10 days after receiving a notice specifying the default. ACDI/VOCA shall be liable only for payment under the payment provisions of this Purchase Order for services/deliverables completed and accepted before the effective date of termination. Payments for partial deliverables shall not be made unless explicitly authorized



by ACDI/VOCA in the Termination Letter. This paragraph shall not limit any legal rights to cancel this Purchase Order without further liability for articles not accepted by ACDI/VOCA. This Purchase Order may be terminated at any time in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or is subject to any Suspension/Debarment or other action by the USG. Vendor may be liable to reimburse ACDI/VOCA should ACDI/VOCA incur any additional costs as a direct result of such default termination.

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

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

**12. Rights in Intellectual Property.** Vendor acknowledges that all Deliverables and work product produced by Vendor, whether alone or jointly with others, in connection with or pursuant to the Vendor's performance under this Purchase Order shall be the sole and exclusive property of 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 [http://www.un.org/sc/committees/1267/faq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/faq_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.

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

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

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

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

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

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

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

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

**THESE CLAUSES AND STANDARD BUSINESS TERMS AND CONDITIONS APPLY TO ALL CONTRACTS**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
Definitions	52.202-1	Combatting Trafficking in Persons	52.222-50
Restriction on Subcontractor Sales to the Government	52.203-6	Privacy Act Notification	52.224-1
Anti-Kickback Procedures 52.203-7	52.203-7	Restrictions on Certain Foreign Purchases	52.225-13
Taxpayer Identification	52.204-3		
Data Universal Numbering System (DUNS)	52-204-6		
Annual Representations & Certifications	52.204-8	Patent Rights – Acquisition by the Government	52.227-13
Protecting Government’s Interest When Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment	52.209-6	Rights in Data – Special Works	52.227-17
		Payments Under Time & Materials/Labor Hour Contracts	52.232-7
		Disputes, Alternate I	52.233-1
		Restrictions on Severance Payments to Foreign Nationals	52.237-8
Material Requirements	52.211-5	Stop Work Order, Alternate I	52.242-15
Liquidated Damages (1% of Contract Value/Day)	52.211-11	Government Delay of Work	52.242-17
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.213-4	Changes-Fixed Price	52.243-1
Order of Precedence	52.215-8	Subcontracts	52.244-2
Convict Labor (U.S. POs only)	52.222-3	Inspection of Supplies – Fixed Price	52.246-2
Child Labor- Cooperation With Authorities and Remedies	52.222-19	Contractor Liability for Personal Injury and/or Property Damage (applies only to POs for transportation services)	52.247-21
Walsh-Healy Act	52.222-20	Contract Not Affected By Oral Agreement	52.247-27
Prohibition of Segregated Facilities	52.222-21	Preference for U.S.-Flag Air Carriers	52.247-63
Affirmative Action Compliance Equal Opportunity	52.222-25	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
	52.222-26	Termination For Convenience of the Government (Fixed Price)	52.249-2
Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans (for POs over \$100,000 only)	52.222-35	Termination (Cost Reimbursement) (for any cost reimbursable elements)	52.249-6
Affirmative Action for Workers With Disabilities	52.222-36		
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	52.222-37		

**THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES**

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

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

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

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

**THESE CLAUSES APPLY TO USAID CONTRACTS**

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

## APPENDIX B. SAMPLE RESPONSE TO QUOTATION REQUESTS

The Contractor is required to provide a detailed description of the proposed shipment activity/process, delivery time and price quotation on the following sample shipment:

## SAMPLE SHIPMENT 1:

The shipment of two (2) Ford Explorers, purchased in the United States, (Baltimore), to ACDI/VOCA office in Kampala, Uganda. Total estimated value of vehicles: \$75,000.00

Service	Price Quote
<b>Expediting the vendor's delivery of the vehicles</b>	
<b>Receiving and inspection</b>	
<b>Forwarding to port</b>	
<b>Container loading</b>	
<b>Ocean freight (7 lbs. per cu. ft.)</b>	
<b>Insurance rate (all risk)</b>	
<b>Customs brokering and clearance</b>	
<b>In-country delivery to ACDI/VOCA office</b>	
<b>Documentation preparation</b>	
<b>Other: (provide detail)</b>	
<b>Subtotal</b>	
<b>NTE Estimated Costs (explain)</b>	
<b>Maximum Work Order Price</b>	

Location of warehouse: \_\_\_\_\_

Receiving Representative in Kampala, Uganda: \_\_\_\_\_

Estimated time to prepare customs paperwork: \_\_\_\_\_

Estimated time of delivery: \_\_\_\_\_

## SAMPLE SHIPMENT 2.

The shipment of 20 workstation computers (includes monitors) and 10 laser printers, purchased from vendors across the U.S. to the ACDI/VOCA office located in Monrovia, Liberia. Total estimated value of equipment: \$300,000.00.

Service	Price Quote
<b>Expediting the vendor's delivery of the equipment</b>	
<b>Receiving and inspection (Type C)</b>	
<b>Forwarding to airport</b>	
<b>Container loading</b>	
<b>Air freight (10.41 lbs. per cu. ft.)</b>	
<b>Insurance rate (all risk)</b>	
<b>Customs brokering and clearance</b>	
<b>In-country delivery to ACDI/VOCA office</b>	
<b>Documentation preparation</b>	
<b>Other: (provide detail)</b>	
<b>Subtotal</b>	
<b>NTE Estimated Costs (explain)</b>	
<b>Maximum Work Order Price</b>	

Location of Monrovia, Liberia warehouse: \_\_\_\_\_

Receiving representative in Monrovia, Liberia: \_\_\_\_\_

Estimated time to prepare customs paperwork: \_\_\_\_\_

Estimated time of delivery:

Air shipment: \_\_\_\_\_

Sea Shipment: \_\_\_\_\_

## SAMPLE SHIPMENT: 3

The shipment of personal household effects (7,200 lbs. net by sea and 450 lbs. gross by air) from Birmingham, AL to Bilanga, Burkina Faso. Total estimated value of the effects: \$100,000.00.

Service	Price Quote
Survey of household effects	
Packing of household effects	
Forwarding to airport/port	
Container loading	
Ocean freight (7,200 lbs. net)	
Air freight (450 lbs. gross)	
Insurance rate (all risk)	
Customs brokering and clearance	
In-country delivery to Bilanga (sea shipment)	
In-country delivery to Bilanga from airport	
Documentation Fees	
Other: (provide detail)	
Subtotal	
NTE Estimated Costs (explain)	
Maximum Work Order Price	

Location of U.S. Warehouse: \_\_\_\_\_

Receiving Representative in Bilanga: \_\_\_\_\_

Estimated time of delivery:

Air: \_\_\_\_\_

Sea/Surface: \_\_\_\_\_

## SAMPLE SHIPMENT: 4

The shipment of personal household effects (7,200 lbs. net by sea and 60 lbs. gross by air) from Bishkek, Kyrgyzstan to Mertzon, TX. Total estimated value of the effects: \$150,000.00.

Service	Price Quote
Survey of household effects	
Packing of household effects	
Forwarding to airport/port	
Container loading	
Ocean freight (7,200 lbs. net)	
Air freight (450 lbs. gross)	
Insurance rate (all risk)	
Customs brokering and clearance	
In-country delivery to Mertzon (sea shipment)	
In-country delivery to Mertzon from airport	
Documentation Fees	
Other: (provide detail)	
Subtotal	
NTE Estimated Costs (explain)	
Maximum Work Order Price	

Location of U.S. Warehouse: \_\_\_\_\_

Receiving Representative in Mertzon: \_\_\_\_\_

Estimated time of delivery:

Air: \_\_\_\_\_

Sea/Surface: \_\_\_\_\_



## SAMPLE SHIPMENT 5.

The shipment of 20 workstation computers (includes monitors) and 10 laser printers, purchased from vendors across the U.S. to the ACDI/VOCA office located in Lusaka, Zambia. Total estimated value of equipment: \$300,000.00.

Service	Price Quote
<b>Expediting the vendor's delivery of the equipment</b>	
<b>Receiving and inspection (Type C)</b>	
<b>Forwarding to airport</b>	
<b>Container loading</b>	
<b>Air freight (10.41 lbs. per cu. ft.)</b>	
<b>Insurance rate (all risk)</b>	
<b>Customs brokering and clearance</b>	
<b>In-country delivery to ACDI/VOCA office</b>	
<b>Documentation preparation</b>	
<b>Other: (provide detail)</b>	
<b>Subtotal</b>	
<b>NTE Estimated Costs (explain)</b>	
<b>Maximum Work Order Price</b>	

Location of Lusaka, Zambia warehouse: \_\_\_\_\_

Receiving representative in Lusaka, Zambia: \_\_\_\_\_

Estimated time to prepare customs paperwork: \_\_\_\_\_

Estimated time of delivery:

Air shipment: \_\_\_\_\_

Sea Shipment: \_\_\_\_\_

APPENDIX C: WORK ORDER

**Work Order Request**

**Date:**

<b>TO:</b> Contact Person Organization Name Contact Email address Contact phone number	<b>FROM:</b> ACDI/VOCA Employee Name Employee Email address
<b>Work Order Number</b>	(insert Work Order Number here)
<b>Blanket Purchase Agreement Number</b>	(Insert BPA Number Here)
<b>Project Name</b>	(insert project name here)
<b>Project Number</b>	(insert project number here)
<b>Donor Name</b>	(Insert Donor name here)

**Description of Services/Goods:**

	Item Description/Specifications	# of Units	Unit Cost	Total Cost	Delivery Date
1					
2					
3					

**Delivery To:** \_\_\_\_\_

**Total Price:** \_\_\_\_\_

	ACDI/VOCA Proj. Mgr.	ACDI/VOCA Mng. Dir.	Vendor
<b>Signature:</b>			
<b>Printed Name:</b>			
<b>Title:</b>			
<b>Date:</b>			

## APPENDIX D: INSTRUCTION PACKET

**HHE SHIPPING AND STORAGE AUTHORIZATION FORM**

## Instructions

1. Requester fills out entire form.
2. Requester submits electronic copy to HHE Shipping Coordinator

**Notes:** Contact Awards & Compliance for more information or clarification on the ordering process. Questions regarding allowances should be directed to Human Resources.

**Name of Requester:**

**Submitted on: (M/D/YY)**

**Check type of service**  **Ship to Project**

**Repatriation**

**ALLOWANCES**

**Name of Employee:**

**Allowances**

Please note the following ACDI/VOCA rules pertaining to allowances:

1. For air allowance (gross lbs): 250lbs for the employee, 200 lbs. for the 1<sup>st</sup> dependent, 150 lbs. for the 2<sup>nd</sup> dependent and 100 lbs. for 3<sup>rd</sup> or more dependents.
2. For Surface (Ocean and Storage) shipment (net lbs), the allowance is 7,200 lbs.

**List the employee's allowances, as outlined in authorized LOA:**

Home of record:

Authorized origin location for shipment:

Authorized destination location for shipment:

Air (specific number of lbs):

Sea (specific number of lbs):

Storage (\$ amount for monthly storage allowance, if applicable):

Notes on LOA:

**EMPLOYEE SHIPMENT INFORMATION**

FROM/

TO/Air shipment destination (city, state, country):

TO/Sea shipment address: (city, state, country):

Notes on travel plans/other helpful details:

**EMPLOYEE CONTACT INFORMATION**

Mobile Telephone:

Work Telephone:

Personal E-mail:

Work E-mail:

Skype or IM:

Information for Employee's designated contact (not mandatory)

Name:

Relationship to Employee:

Personal E-mail:

**BILLING**

Project Name:

Job Code:

Notes:

### CARGO AUTHORIZATION FORM

**Instructions**

1. Requester fills out entire form.
2. Requester submits electronic copy to selected vendors to solicit quotes.

**Notes:** Contact Awards & Compliance for more information or clarification on the ordering process.

**Name of Requester:**

**Submitted on (M/D/YY)**

**SHIPMENT DETAILS**

**Authorized origin location for shipment:**

**Authorized destination location for shipment:**

**Commodity to be shipped:**

**Notes:**

*\*Include as much product information as you can- ex. Number of boxes, dimensions of boxes, contents of boxes, any additional information. It is best to include specs if possible.*

*\*If there are several components of the shipment in different locations, the selected logistics provider must arrange for pick-up of items at warehouse/plant; if plants (seedlings) are being shipped, special conditions for the shipment must be considered.*

**BILLING**

Project Name:

Job Code:

Notes:

**ADDRESS INFORMATION**

**Origin** Address:

Contact at Origin Address:

Contact information:

**Destination** Address:

Contact at Destination Address (usually COP):

Contact information:

## APPENDIX E: 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.)

<b>Date of Technical Proposal:</b>	
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 \_\_\_\_ 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: <https://www.sam.gov>; 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"): [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml), and 3) The Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>

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.

\_\_\_\_\_



## Appendix F: Countries in Which We Operate

This is a list of countries we currently operate. This list is not exhaustive and may be adjusted as necessary throughout the life of the Blanket Purchase Agreement to reflect new project areas as a result of new business opportunities for ACDI/VOCA.

AFGHANISTAN  
ARMENIA  
BANGLADESH  
BURKINA FASO  
COLOMBIA  
DRC  
EAST AFRICA  
ETHIOPIA  
GEORGIA  
GHANA  
IRAQ  
JAMAICA  
KENYA  
KYRGYZSTAN  
LIBERIA  
MALI  
MOLDOVA  
MOZAMBIQUE  
PARAGUAY  
PHILIPPINES  
SENEGAL  
SIERRA LEONE  
SOUTH SUDAN  
TAJIKISTAN  
TANZANIA  
TIMOR-LESTE  
UGANDA  
WEST AFRICA  
ZAMBIA