

# **REQUEST FOR PROPOSAL**

# Enterprise Asset Track and Trace System (eATTS)

RFP- J0802-EATTS-2015

# Under

# AGP-AMDe

# Funded By

USAID Task Order AID 663-TO-11-00003

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Performance Period:	April 1, 2015 – December 2015
Proposal Submission Deadline:	Extended to March 30, 2015 (please see Responses to Clarifications)
Question/ Inquiry Submission Deadline:	March 9, 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 <u>www.acdivoca.org</u>.

#### B. PROGRAM BACKGROUND

The USAID/Ethiopia Agricultural Growth Program-Agribusiness and Market Development (AGP-AMDe) project is the flagship project under USAID's Feed the Future (FTF) Strategy for Ethiopia and is USAID's contribution to the government of Ethiopia's (GOE) Agricultural Growth Program (AGP). AGP supports the Comprehensive African Agriculture Development Program (CAADP) framework by strengthening agricultural productivity and markets in the high rainfall regions of Amhara, Oromia, Southern Nations, Nationalities, and People's Region (SNNPR), and Tigray. In line with the overall objectives of AGP and the ATA national strategy, AGP-AMDe will sustainably reduce poverty and hunger by improving the productivity and competitiveness of value chains that offer jobs and income opportunities for rural households. Project wide target value chains are wheat, maize, sesame, chickpea, coffee and honey.

#### II. PURPOSE

International trade is constantly changing as consumer preferences and needs evolve. At the moment in the coffee industry, major roasters are increasingly asking for traceability, even tracing coffee beans to the actual farmers who produced them. At the same time there is an increasing demand for coffee that is produced under recognized sustainability standards such as 4C, Fair Trade, Organic, etc. Four of the main roasters who buy approximately 25 - 30% of Ethiopian export grade coffee report that they have reduced the amount of Ethiopian coffee they buy in recent years because it no longer meets their requirements. A similar demand can be seen in the sesame and other commodity markets as well.

The current supply chain in Ethiopia consists of smallholder and commercial farmers whose product is moved to either the wet/dry milling stage or through primary markets in rural areas. After initial processing, the commodity is bagged and loaded onto trucks, passes through the Regional Administration Bureau where documents (Vouchers) are issued and trucks sealed and then delivered either to the respective Ethiopia Commodity Exchange (ECX) delivery center/warehouse or to cooperative warehouses. Even if a truck is going to be exported directly through a cooperative, it still passes through the appropriate ECX site for grading. The ECX grades the coffee and sesame and based on its grade, location etc. places it into a specified location/stack within one of the warehouses service delivery center. ECX then issues a warehouse receipt which is traded on the ECX trading floor. ECX then delivers the coffee or sesame matching the grade the buyers purchased on the trading floor. The coffee buyers then process the coffee for export (roasting etc.) and often blend a number of different coffee types from similar origins to produce a blended product for the export market. The sesame buyers often do additional sorting and cleaning before delivering to the export market.

In order to improve ECX's inventory as well as commodity track and trace capability, the exchange requires a system that ensures the tracking and traceability of commodities, starting with coffee, from origin to the coffee processing (milling), sampling, grading/cupping, deposit, delivery, further milling by buyer/local exporter, and export to international buyer/roasters. This system will also be used to perform stock management functions to optimize the ECX's operations by implementing a digitized system to minimize human interaction, enabling access to follow the

commodity flow, and strengthening product identities along the market chain. The ECX will make sure that existing warehouse staff will be available and properly trained to implement and support the implementation and sustainment of this newly procured system.

The diagram below provides a high-level process flow of the envisaged traceability business process when fully implemented.









Traceable Traceable Coffee picked



Roasters Receive Coffee Traceability Report (Digital Passport)

# Hauling Station

Coffee

Processed

at Wash or

Leaving Processing Station will be tagged

Each Bag

Coffee Sampled, Cupped, & **Bags Stored** (GRN Issued) Floor

Traceable (Tagged) (Tagged) Coffee Traded @ ECX Trading

(Tagged) coffee processed at up by Buyers Buyer WH

# **Key Features**

- Traceability starts from Washing or Processing Station
- ECX will stack all tagged bags segregated by grade and type as done today ٠
- Currently traders buy coffee (cannot buy coffee coming from specific processing station) •
- Buyers/Exporters receive tagged bags of coffee into their warehouse (each tag holds the processing • station ID)
- Buyers/Exporters scan each tagged bag as they process coffee according to contract specifications ٠
- Buyers/Exporters send report detailing the processing station origins of coffee processed and shipped ٠
- International Buyers/Roasters receive report from exporter or access a web portal to view this report and further verification data from ECX

Currently, the ECX captures the following information per truck delivered: the depositor, number of bags, grade information, commodity weight, GRN/warehouse receipt number and the delivering washing station information. The new system must additionally collect information on the delivering wet/dry mill, stack number and warehouse. It is essential that the ECX's existing system and the newly to be procured system integrate seamlessly.

ECX has estimated that it will handle 200,000 metric tons of coffee in the season 2014 - 2015 and 240,000 metric tons of sesame. The initial phase of the project will cover the coffee sector in 8 sites with roughly 22 warehouses, ranging from 0-5 km from the central point in each site. When this solution is proven successful and cost effective, then the solution will expand to first cover sesame in a further 9 sites and approximately 33 warehouses and then include other commodities with an estimated addition of 330,000 metric tons and a planned commodity volume growth of 15-30% per annum; ECX anticipates that it will scale up the project to include all 17 sites and 55 warehouses with total commodity volumes of over 650,000 metric tons /annum. All future commodities and products traded at ECX will also be considered based on business and market needs.

# a. Timeline

# Phase I - Track and Trace: Coffee

The project is envisaged to be implemented in phases to manage the scope, ensure success and gain acceptance. The Table below highlights the details of the Phase I implementation:

Core Features	ECX Delivery Centers/Warehouse
<ul> <li><u>Commodity, Wet/Dry Mills, &amp; Exporter Scanning</u></li> <li>Barcode Bag tag management</li> <li>Ability to create/manage Wet-Dry Mills/Buyers- Exporters, and other users</li> <li>Barcode bag tag scanning capability @ ECX (Sample/Deposit/Delivery)</li> <li>Barcode bag tag scanning capability @ Exporters</li> <li>Track and Trace reports produced</li> <li>Asset positions reports</li> </ul>	<u>Coffee</u> Jimma If Washed Coffee Available: Hawassa Dilla

# Phase II – Track and Trace: Coffee and Sesame

In this phase, enhancements for coffee traceability and additional changes required to support tracing of sesame seed value chain from processing station to producing track and trace reports for international buyers will be deployed. Further enhancements and integration with the ECX system will also be incorporated.

In this phase, additional coffee delivery centers and the associated Wet-Dry mills will participate. In addition, Gondar delivery center will be activated to tag bags containing sesame seeds from primary markets to the ECX delivery center. It is expected that processing stations will tag 100% of their bags using barcoded tags. In turn, the associated Delivery Centers are expected to imbed the track and trace system into their business processes and scan tagged bags during sampling, deposit, and delivery stages. The participating buyer-exporters are also expected to scan and process each tagged bags resulting in accurate results reported on the traceability report.

The ECX IT team will also be conducting an overall assessment of the infrastructure, the overall traceability system, and the integration protocol performance during the phase II release.

In this phase, immediate software defects will be fixed. All other issues are handled through established software maintenance/support processes.

Table below highlights the details of the Coffee and Sesame Traceability System implementation:

Core Features	ECX Delivery Centers/Warehouses	
<ul> <li><u>Additional Features/Functions</u></li> <li>SMS system to notify shipment, arrival, deposit and delivery of bags</li> <li>Inventory management system based on tracked and traced data</li> <li>Interface with ECX system completed</li> <li>Full linkage between tagged sacks and ECX data</li> <li>Key operational reports completed</li> <li>Tracing of sesame included</li> </ul>	<u>Coffee</u> • Hawassa • Dilla • Jimma • Gimbi - Lekempti <u>Sesame</u> • Gondar	

٠	Exception handling i.e. segregation, lost tags,
	tagging bags untagged, etc.

For all phases and prior to go-live, the integrated system and business processes will complete all phases of testing including the User Acceptance Test (UAT) which will be signed off by designated members of the UAT group.

# b. Key Milestones

The functional and business definition and analysis phase of the project has largely been conducted and the core functional team is in place pending this procurement. In addition, the ECX team and the various stakeholders including ECX traders/members, wet-dry mill owners targeted for this project have been registered and received preliminary awareness training. Therefore, the selected bidder is expected to engage with the established teams and kick start the project quickly. Below are list of key milestones that the bidders are expected to utilize when developing project schedule.

ID	Key Milestone	Date to be implemented/Go-live
1	Project Start	April 6, 2015
2	Phase I – Limited Release	June 30, 2015
3	Phase I	July 31, 2015
4	Phase II	October 30, 2015

#### A. SCOPE OF WORK

Implement an Enterprise Asset Track & Trace System (eATTS) solution for ECX which includes the following:

#### 1. At the Wet/Dry Mill

The eATTS shall include:

# A. Wet/Dry Mill and Primary Markets Administration and Profiling

- i. Every wet/dry mill/ primary market operator shall be registered and provided a unique ID. The eATTS shall provide a web-based and mobile facility to view profiles of mills and primary markets using maps and other visuals
- B. Barcoded Bag Tag Distribution
  - i. Bag tags are printed in batch at a central location or imported from overseas and processed at a central location through the eATTS. There shall be a scheme by which bag tags are associated with the respective wet/dry mills or primary markets. Each bag tag needs to be unique and must not be reproduced or counterfeit. It is expected that about 3 million tags will be needed to fully implement coffee traceability alone. Given the rough climatic and physical conditions of the supply chain, a sturdy and tightly attached bag tag will be needed similar to airline luggage bar code tags as an example. These bar coded bag tags can then be attached to the bags as part of the sewing process at the wet/dry mills. Bar code tag inventory, distribution, tracking, maintenance, management and reporting are expected to be part of the eATTS offering by the bidder. Bidders are expected to provide indicative budgets for bag tag costs based on procuring quantity of 250,000 and 500,000. The pricing can be based on either final bag tag shipped from overseas or having printing devices and printing the barcode labels/packaging locally.

# 2. At the ECX

The eATTS shall include:

- A. Wet/Dry Mill Profile Management and Dashboard
  - i. Registration of wet/dry mill including GPS coordinates is underway. This data is currently in MS Excel and the eATTS needs to store this information in its database and provide an administration interface to insert, update, and delete wet/dry mills as new ones are being established or existing ones are out of operation or have updated information
  - ii. The eATTS shall need to provide a dashboard showing the geographical locations in a map along with profile data in a dynamic and interactive way
  - iii. Alert functions to the wet/dry mill owner notifying any profile change will be preferred

# B. Scan Bag Tags and Deposit Bags in Warehouse/Stack

- i. When arriving at ECX, the barcode tags are required to be scanned, once during sampling (random sampled) and all tags scanned as entering the ECX warehouse and placed at a specific stack. The barcode will link each bag to the respective wet/dry mill.
- Information is then uploaded from the scanner to the eATTS in real-time where there is connection.
   When there is no connection, data should be collected in an offline mode and transmitted when there is connectivity or via a cradle in a wired network
- iii. The digital traceability system needs to be flexible, customizable and scalable to track and trace items and commodities handled and traded within the ECX ecosystem
- iv. Additional information related to deposit process is entered into the ECX system including Goods Received Note (GRN), depositor information, grade, number of lots, weight and humidity which needs to linked to data stored in the eATTS. There are bar coded reports and work orders that can be scanned into the eATTS to establish the link between this and the existing ECX system
- v. The eATTS shall handle weighbridge data, subtracting loaded truck/bag weight from truck weight to get the net weight for the commodity, and maintaining average bag weight per truck as well as per stack
- vi. Warehouse spaces are delineated into stacks. Each stack shall have unique ID which shall link to the grade and type of commodity to be stacked there
- vii. The eATTS shall then allocate bags to a designated stack/batch stack. Each stack shall have its own barcode ID referring to the composition of the stack and every bag addition/subtraction shall be tracked
- C. <u>Scan Bag Tags and Deliver Bags from Warehouse/Stack</u>
  - i. After sale of a particular lot of coffee or commodity using the ECX's trading platform, the ECX system generates a Pick Up Notice (PUN) informing the buyer to pick up and the respective ECX warehouse to deliver the number of bags (or lots) the buyer purchased. The eATTS shall keep track of the bag tags delivered to the buyer including the specific stack number each bag is taken from, the balance remaining on the stack, and linking this data with ECX data using ECX generated barcoded work orders and/or reports
  - ii. The eATTS shall allow for tracking of time spent in the respective warehouse per bag deposited. The eATTS is expected to maintain audit trail of all transactions and user activities throughout the supply chain process.
  - iii. The eATTS need to handle re-tagging and re-bagging within the ECX operations at time of deposit and delivery in the event the bag tags are damaged or missing and if the bag itself is torn during loading and unloading process.

# 3. At the Buyer's (i.e. Coffee/Sesame/etc. Exporters and local buyers) Warehouse

- A. Scan Bag Tags and Store Bags in Stacks, and Scan Tags of each Bag Processed
  - i. The eATTS must scan each purchased bag entering the buyer's warehouse and related information including warehouse and stack number and shall have similar functionality to those specified in item B above

- ii. The eATTS must scan each purchased bag being processed to fulfil a specific order/contract resulting in a manifest detailing the percent mix of bags by origin i.e. wet/dry mill. For instance, the bags inside a shipping container, on its way to an international coffee roaster client, may have 50% of the blend coming from wet mill A while the other 50% coming from wet mill B. This manifest needs to be accessible by buyers and international roasters. The eATTS is expected to provide user and application security/rights/privilege capability to restrict unauthorized access to information
- iii. Need to have buyer's module where the buyer can track and trace inventory in buyer's warehouse
- iv. Re-bagging and bag re-tagging (new bar code tags since the original ones will be unused) of coffee or other commodity processed at the buyer's warehouse while being packaged for shipment is required even though not used by all buyers.

#### 4. General Requirements

#### A. Inventory Management

- i. The eATTS shall allow ECX to monitor stock positions both in terms of overall stock, warehouse and site stock, individual stack stock, deposited and delivered number of bags, stack storage times. The eATTS shall produce reports per stack on stock losses/gains
- ii. The eATTS shall have auditing capability to keep track of who performed what actions at warehouse locations

# B. <u>Reporting</u>

- i. The eATTS must provide stock positions per warehouse based on the information tracked and traced.
- ii. The eATTS must provide out of the box standard reports based on best practice. In addition, ad hoc reporting facility will be preferred. The eATTS needs to provide a facility to transmit relevant traceability data in its database to the existing MS SQL Server based ECX data warehouse.

#### C. Training

- i. The bidder shall provide training material required to use, administer and manage the proposed eATTS
- ii. The bidder shall provide the train-the-trainer team adequate training to carry on the end user training

# D. System and User Administration

- i. The eATTS shall provide single sign-on capability integrating with the existing ECX portal
- ii. The eATTS shall provide flexible user administration module to identify, categorize and assign rights based on user category. For example, there shall be bar code scanner users, data encoders, bag tag administrators, bag tag administration module users, buyers, wet/dry mill user
- iii. The eATTS shall provide a comprehensive eATTS application administration module to administer all features and functions of the eATTS

In terms of bag tags, it is expected that there will be over 5 million bags processed annually within the system. It is also expected that about 300 users will be operating the bar code tag scanners throughout the system and about 200 users (approximately 30% concurrent users) of eATTS involving administration of the system, data encoding, analysis, reporting and related functions.

# 5. Implementation and Sustainment Technical Assistance

Implementation and sustainment technical assistance will be provided by an entity designated by ACDI/VOCA and ECX. The implementation technical assistance includes the following key activities:

- i. Provide functional and technical guidance on the traceability project envisaged including requirements clarification
- ii. Provide project management and oversight excluding bidder's product specific implementation activities

- iii. Supplement bidder's technical team during analysis, customization, integration and deployment activities
- iv. Supplement bidder's technical team during integration and user acceptance testing
- v. Customize and localize bidder's end user training material and deliver all end user training
- vi. Provide first level end user technical support and liaise with the bidder in resolving technical support issues requiring the bidder's assistance
- vii. Provide local logistical guidance and support for bidder's staff working onsite
- viii. Bidder needs to clearly state any specific requirements, number of staff, assumptions, understanding or exceptions to the implementation technical assistance roles and responsibilities and include in their budget all expenses for any specialized training and/or certifications to be offered by the bidder for the entity offering implementation technical assistance

The selected bidder is expected to collaborate with this entity to ensure successful implementation of the overall scope of work.

#### B. DELIVERABLES

The following are the minimum sets of deliverables expected from the bidder:

ID	Description
1	Product Manual – Customized to meet stated scope of work (Ex. User Guide, Operations/Admin Guide)
2	Customization Requirements Traceability Matrix
3	Product Test Plan and Test Report
4	Recommended Minimum Hardware, RDBMS, System Software, and Other Items
5	Recommended Barcode Bag Tag Design (s) and Barcode Scanning Devices (w/varying price from low to high)
6	Customized Software - Phase I (Limited Release) Installed and Operational
7	Customized Software – Phase I Installed and Operational
8	Customized Software – Phase II Installed and Operational

# III. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a Fixed Price Contract to an Offeror.

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. A copy of the purchase order terms and conditions are attached to this RFP for informational purposes.

# 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:

#### 1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

Demonstrate capabilities and technical experience by providing the following:

- a. Organization Overview
- b. Capabilities Statement
- c. Project Approach
- d. Partner/Subcontractor
- e. Website
- f. Activity (work) Schedule
- g. Monitoring & Evaluation plan

#### 2. PROJECT STAFFING

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

#### 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.

See Appendix B

#### 4. REFERENCES

Please include three client references and contact information. References should be similar in scope and complexity and implemented or since been operational during the last four years.

#### B. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. The technical and price proposals shall be separately bound and identified as such (or 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. Offerors must submit <u>One</u> original and <u>three</u> copies of the proposal in the following <u>hard copy</u> formats and a soft copy on a CD or Flash Disk or via email to:

ACDI/VOCA			
(Insert address here)			
Attention:	ACDI/VOCA Ethiopia c/o Belachew Damte		
	Megenagna, Marathon Building, Disapora Road, 4 <sup>th</sup> Floor		
	Addis Ababa, Ethiopia		
Email:	procurement@acdivocaeth.org		

Faxed offers are not acceptable.

Critical Dates			
ID	Activity	Date	
1	Release RFP	February 27, 2015	
2	Last date for written proposal inquiries	March 9, 2015	
3	Proposal due date	March 17, 2015	
4	Evaluation and selection	March 31, 2015	
5	Negotiations begin	April 1, 2015	
6	Begin implementation	April 6, 2015	

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

	Contractual	Technical
Name:	Belachew Damte	Bizuwork Negussie
Email:	bdamte@acdivocaeth.org	bnegussie@acdivocaeth.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:

#### **EVALUATION - TECHNICAL**

ID	Area Evaluated	Score
0	0 Company Background	
1	1 Technical – Scope of Work	
2	2 Proposed Key Personnel	
3	Past Performance	
Tota	Total Score – Technical	

#### **EVALUATION - FINANCIAL**

The maximum financial score shall be 30%

#### **EVALUATION - APPROACH**

ACDI/VOCA may award based on initial proposals received, without discussion of such proposals. Selected bidders may be invited to make oral presentations; therefore, the bidder representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposal and its components. In addition, the finalists must be prepared to discuss their approach or methodologies that will be used in analyzing both cost and business benefit factors of the bidder's proposed goods and services.

ACDI/VOCA reserves the right to establish a competitive range for proposals and request one or more best and final offers.

Each response will be reviewed based on the criteria set forth in this RFQ. The selection process shall be based upon, but not limited to, the following evaluation criteria:

#### **Proposal**

- Completeness and thoroughness of the proposal. All required information should be provided, in the format specified.
- The bidder's understanding of the purpose, scope and objectives including the applicability and quality of the bidder's approach.

#### Contract

• The bidder's willingness to negotiate a contract, including payment terms, acceptable to ACDI/VOCA. The number of exceptions taken to ACDI/VOCA's terms and conditions should be noted.

#### <u>Costs</u>

- One-time costs. Although the low cost bidder may not necessarily be awarded the contract, costs are an important evaluation criterion.
- Ongoing costs for maintenance and support.

#### **Bidder Experience and Resources**

- The quality and relevance of references.
- The bidder's ability to successfully customize and implement the system.
- The financial stability and resources of the bidder.
- Directly relevant experience of proposed team's key personnel.

# Implementation/Project Management

- Level of assistance to be provided by the bidder during the implementation process.
- Feasibility, timeliness and quality of the implementation schedule, and ability to meet the implementation objectives.

# Training, Documentation and System Administration

- The amount and extent of train-the-trainer and technical support training.
- Quality and extent of the documentation to be provided.
- The extent of the effort required to perform System Administration functions.

# Customer Support/Warranty and Maintenance

- The level of service and responsiveness that the bidder commits.
- Qualifications, experience and technical expertise of the bidder's Customer Support staff.
- Ability of the bidder to provide long-term maintenance support.
- The bidder's process for providing new releases of the software.

# Hardware Design/System Architecture Approach

• Design, capability and functionality of the proposed hardware, including conformance with the existing architecture and direction.

ACDI/VOCA reserves the right to inspect the bidder's facilities and financial statements to ensure the bidder's competence and ability to perform the specified work. The bidder's proposal may be rejected as non-responsive

if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

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. Product demonstration may also be required as part of the best and final offer negotiations.

In the final contract, ACDI/VOCA intends to require the selected bidder to furnish a performance security (up to 10% of contract price excluding recurrent costs) valid for one year after initial Phase I go-live. The selected bidder should be prepared to negotiate the inclusion of such items within the scope of services and pricing.

#### E. VALIDITY OF PROPOSAL

Proposals submitted shall remain open for acceptance for 60 (Sixty) 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, (2) be able to receive USAID 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

It is preferred that the bidder's proposed software product did not originate from or be affiliated with in any form, current or past with entities involved in or in the business of commodity trading.

# 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: Purchase Order General Terms and Conditions

Appendix B: Sample Budget Format

Appendix C: 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. <u>Terms of Payment</u>. 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) <u>TIMING OF PAYMENTS</u>. 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) <u>INSPECTION & ACCEPTANCE</u>. (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 ar 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. Vendor is 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) <u>LATE DELIVERIES</u>. 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.

<u>6. Force Majeure</u>. 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.

<u>9. Suspension and Termination</u>. 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.

<u>16. Changes.</u> 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 debarrent, 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. 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.

<u>19. Order of Precedence.</u> 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. <u>Compliance with Foreign Corrupt Practices Act</u>. 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 <a href="https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html">https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html</a>

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

21. <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

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

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

#### FEDERAL TERMS AND CONDITIONS

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

THESE CLAUSES AND STANDARD BUSINESS TERMS AND CONDITIONS APPLY TO ALL CONTRACTS				
CLAUSE TITLE	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-	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	52.209-6	Rights in Data – Special Works	52.227-17	
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	
Material Requirements		Stop Work Order, Alternate I	52.242-15	
Liquidated Damages (1% of Contract Value/Day)	52.211-5	Government Delay of Work	52.242-17	
Terms and Conditions – Simplified Acquisition	52.211-11	Changes-Fixed Price	52.243-1	
(Other Than Commercial Items)	52.213-4	Subcontracts	52.244-2	
Order of Precedence	50.015.0	Inspection of Supplies – Fixed Price	52.246-2	
Convict Labor (U.S. POs only)	52.215-8	Contractor Liability for Personal Injury and/or Property		
Child Labor- Cooperation With Authorities and Remedies	52.222-3	Damage (applies only to POs for transportation services)	52.247-21	
Walsh-Healy Act	52.222-19	Contract Not Affected By Oral Agreement	52.247-27	
Prohibition of Segregated Facilities	52.222-20 52.222-21	Preference for U.SFlag Air Carriers	52.247-63	
Affirmative Action Compliance Equal Opportunity	52.222-21	Preference for Privately Owned U.SFlag Commercial Vessels	52.247-64	
	52.222-25 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	50 000 05	Termination (Cost Reimbursement) (for any cost reimbursable	52.249-6	
(for POs over \$100,000 only)	52.222-35	elements		
Affirmative Action for Workers With Disabilities	50,000,00			
Employment Reports on Disabled Veterans and Veterans	52.222-36			
of the Vietnam Era	52.222-37			
THESE CLAUSES APPLY TO CONTRACTS FOR SERVI	CES			
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

FAR CITE

CLAUSE TITLE

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	52.203-8	Authorization and Consent	52.227-1
Improper Activities		Notice and Assistance Regarding Patent & Copyright	52.227-2
Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	Infringement	
Certification and Disclosure Regarding Payment to	52.203-11	Federal, State, and Local Taxes	52.229-3
Influence Certain Federal Transactions		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	52.209-5	Contractor Inspection Requirements	52.246-1
Debarment, and Other Responsibility Matters		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-	52.249-1
Audit and Records – Negotiation	52.205 5	SF)	52.249 1
Integrity of Unit Prices	52.215-2 52.215-14	Default (Fixed-Price Supply and Service)	52 240 8
Price Re-determination – Retroactive			52.249-8
	52.216-6		
THESE CLAUSES APPLY TO USAID CONTRACTS		I	
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	752.7018
Local Procurement	752.225-71	Trainees	
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

#### SAMPLE BUDGET FORMAT (INCLUDE BASE AND OPTION PERIODS, IF APPLICABLE)

Please use the below template to submit your price proposal.

*Payment Schedules*—Payments for the proposed system shall be based on defined deliverables. Vendors should include a payment schedule in the Cost Proposal.

The pricing shall be for a locally hosted solution at the ECX data center.

#### I. Grand Total Cost

ID	Item	Subtotal			
1	One Time Costs				
2	Recurrent Costs				
Gra	Grand Total				

#### II. One Time Costs

#### Goods

ID	Item Description	Unit	Quantity	Unit Price	Subtotal
Gra	Grand Total				

#### Services

ID	Item Description	Role	Unit	Quantity	Unit Cost	Sub Total	
Gra	Grand Total						

#### **Other Direct Cost**

ID	Item Description	Unit	Quantity	Unit Price	Subtotal
Grand Total					

# Travel, telecom, printing and others costs

ID	Item Description	Unit	Quantity	Unit Price	Subtotal
Grand Total					

# III. Recurrent Costs

# Goods (Include one year and three year annual maintenance options)

ID	Item Description	Unit	Quantity	Unit Price	Subtotal
Grand Total					

# Services

ID	Item Description	Role	Unit	Quantity	Unit Cost	Sub Total
Grand Total						

#### **Other Direct Cost**

ID	Item Description	Unit	Quantity	Unit Price	Subtotal
Grand Total					

# Travel, Communication and Related Costs

ID	Item Description	Unit	Quantity	Unit Price	Subtotal

Grand Total	

# IV. Budgetary Figures for items requested in this bid

# Goods

ID	Item Description	Unit	Quantity	Unit Price	Subtotal
Grand Total					

#### APPENDIX C. TECHNICAL PROPOSAL SUBMISSION SHEET

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

Date of Technical Proposal:	
RFP Number:	
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 AI	L THAT APPLY)	
Offeror certifies that it is: $\Box$ Non L	I.S. Owned/Operated	Government Owned/Operated
(If Non U.S. Owned/Operated is selec	ted, continue to Anti-Te	rrorism Certification)
OR FOR US ORGANIZATIONS ONLY:		
🗆 Nonprofit	□ For-Profit	Government Owned/Operated
🗆 Large Business	□ Small Business	□ College or University
🗆 Women Owned	$\Box$ Small and Disadva	antaged 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: <u>https://www.sam.gov</u>; 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"): <u>http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml</u>, and 3) The Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List <u>http://www.treasury.gov/ofac/downloads/t11sdn.pdf</u>

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:	(1	DD/MM/YY)
Company:		
Address:		

DUNS No.:

#### COMPLIANCE SHEET - TECHNICAL

Bidders are required to use the below template when responding to the technical scope of work pricing. Soft copy of the technical and financial proposals must be submitted.

Bidders may include screenshots when needed.

Failure to comply with or complete any portion of this request may result in rejection of a proposal.

#### 0. COMPANY OVERVIEW

1	Bidder – Company Background	
Α.	Provide a <u>general overview</u> about your company or team including <u>history</u> and <u>why</u> you should be considered and <u>which</u> office will be delivering the proposed goods and services, company <u>revenue</u> over the past three years stating that the bidder has been <u>profitable</u> for at least two of the past three years, and <u>Bank</u> references	
Bid	der's Response (Maximum 3 pages)	
2	Proposed product overview including technical and application architecture	
<u>Bid</u>	der's Response (Maximum 5 pages)	
Ma	y reference or include brochures but relevant ones only.	
3	Bidder's product overview and roadmap for next 5 years including applicability to this project	
<u>Bid</u>	der's Response (Maximum 5 pages)	
Ma	y reference or include brochures but only relevant ones only.	
4	Product innovation and extensibility	
	cuss how your overall product can be extended and scaled up to implement additional innovative and evant capabilities related to track and trace and other enterprise needs	
Bid	der's Response (Maximum 5 pages)	
5	Bidder's # of employees, offices, list of clients using proposed product, and related stats	
Bid	Bidder's Response (Maximum 5 pages)	

# 1. TECHNICAL - SCOPE OF WORK

1 At the Wet/Dry Mill

A. V	Vet/Dry Mill and Primary Markets Administration and Profiling
i	Bidder's Response
	Assumptions
	Exceptions
В. <u>В</u>	arcoded Bag Tag Distribution
i	Bidder's Response
	Assumptions
	Exceptions
2	At the ECX
A. V	Vet/Dry Mill Profile Management and Dashboard
i	Bidder's Response
	Assumptions
	Exceptions
ii	Bidder's Response
	Assumptions
	Exceptions
lii	Bidder's Response
	Assumptions
	Exceptions
В. <u>S</u>	can Bag Tags and Deposit Bags in Warehouse/Stack
i	Bidder's Response
	Assumptions
	Exceptions
ii	Bidder's Response
	Assumptions
	Exceptions

iii	Bidder's Response
	Assumptions
	Exceptions
iv	Bidder's Response
	Assumptions
	Exceptions
v	Bidder's Response
	Assumptions
	Exceptions
vi	Bidder's Response
	Assumptions
	Exceptions
vii	Bidder's Response
	Assumptions
	Exceptions
С. <u>S</u>	can Bag Tags and Deliver Bags from Warehouse/Stack
i	Bidder's Response
	Assumptions
	Exceptions
ii	Bidder's Response
	Assumptions
	Exceptions
iii	Bidder's Response
	Assumptions
	Exceptions

3	At the Buyer's Warehouse		
А. <u>S</u>	A. Scan Bag Tags and Store Bags in Stacks, and Scan Tags of each Bag Processed		
i	Bidder's Response		
	Assumptions		
	Exceptions		
ii	Bidder's Response		
	Assumptions		
	Exceptions		
iii	Bidder's Response		
	Assumptions		
	Exceptions		
iv	Bidder's Response		
	Assumptions		
	Exceptions		
4	General Requirements		
А. <u>I</u>	nventory Management		
I	Bidder's Response		
	Assumptions		
	Exceptions		
ii	Bidder's Response		
	Assumptions		
	Exceptions		
В. <u>R</u>	B. <u>Reporting</u>		
I	Bidder's Response		
	Assumptions		
	<u>Exceptions</u>		

ii	Bidder's Response
	Assumptions
	Exceptions
СТ	raining
	-
i	<u>Bidder's Response</u>
	Assumptions
	Exceptions
ii	Bidder's Response
	Assumptions
	Exceptions
D. <u>S</u>	ystem and User Administration
i	Bidder's Response
	Assumptions
	Exception
ii	Bidder's Response
	Assumptions
	Exceptions
iii	Bidder's Response
	Assumptions
	Exceptions
5	Implementation and Sustainment Technical Assistance
i	Bidder's Response (Submit this response in a separate envelop)
-	Assumptions
vii	Exceptions
6	Project Schedule

Provide project schedule in sufficient detail including any assumptions, risks, and constraints. The schedule needs to be realistic but as aggressive as practically possible to implement the project within this calendar year and as stated in this RFP.

Bidder's Response

Assumptions

Exceptions

# 7 Hardware and System Software Requirements (Not used for evaluation but required)

Include minimum recommended hardware, RDBMS, and system software for the development, test/staging, production, and DR environment. Existing ECX core data center infrastructure assets include IBM Blade Center H and HX5, Symantec Web Gateway, Cisco ASA 5540, Cisco Catalyst 4507R-E Switch, Cisco Catalyst 2960 Access Switches, Cisco 2851 Integrated Routers, Cisco IPS 4270, Cisco Secure ACS, NMS, NetApp SAN, Microsoft Forefront, Microsoft Windows Server 2008 with Hyper V-Enterprise, 64 bit, Microsoft Exchange Server 2010 Enterprise Edition, Microsoft Office SharePoint Server, Microsoft SQL Server 2008 Enterprise, Tableau BI, and SysAid Help Desk. It is preferred that the proposed solution leverages existing ECX investment in as much as practically possible.

Bidder's Response

Assumptions

**Exceptions** 

# 2. PROPOSED KEY PERSONNEL

1	Proposed key personnel
Bid	lder's Response (Maximum of 5)
	lude bio, only relevant skills to the position assigned, years of experience, related education and tifications

# 3. PAST PERFORMANCE

**1** Three projects completed or since operational in the past 4 years similar in scope and complexity

Bidder's Response (May submit up to a maximum of 4 projects)

Include client references, team size, value, and relevant figures