



REQUEST FOR PROPOSAL

Management Contract for Fertilizer Blending and Marketing

RFP No. J0802- 37-2014

Under

USAID/Ethiopia Agricultural Growth Program-Agribusiness and Market
Development (AGP-AMDe)

Funded By

USAID

AID-663-TO-11-00003

RFP Release Date:	March 5, 2014
Performance Period:	May 1, 2014 to Approximately to April 30, 2016
Proposal Submission Deadline:	March 21, 2014, EAT (Eastern Africa Time) 5:00pm
Question/ Inquiry Submission Deadline:	March 18, 2014, EAT 5:00pm

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RFP/ACDI/VOCA/001-14

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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.

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 largest contribution to the government of Ethiopia's (GoE) Agricultural Growth Program (AGP). AGP supports the Comprehensive African Agricultural 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. PROPOSAL

a. Purpose

ACDI/VOCA is soliciting proposals from organizations capable of providing set-up and management of fertilizer blending facility and associated marketing entities under Becho Woliso Farmer Cooperative Union (FCU) and other four FCUs as per the attached scope of work and deliverables to ACDI/VOCA Ethiopia, AGP-AMDe project. AGP-AMDe reinforces USAID's presence in Ethiopia as a key technical leader in agribusiness and food security, as well as cooperative development and selected value chains. Preference shall be given to goods, materials and services sourced from Geographic Code are 937 as defined in US regulations (22 CFR 228).

The Offeror/Contractor will work closely with AGP-AMDe staff particularly with Negash Shiferaw, Sr. Grant Sustainability Advisor and Baraki Zeslassie, Deputy Chief of Party for Operations, to address any issue with regards to the procurement of the management contract service.

b. Scope of Work

Through the guidance of Growth and Transformation Plan of the Government of Ethiopia, the Ethiopian Agricultural Transformation Agency (ATA) has undertaken an initiative of introducing blended fertilizers to Ethiopia. The initiative will contribute to improving Ethiopia's crop productivity and overall output in order to improve food security, to decrease imports and increase exports of food commodities. ATA has also identified five

farmers' cooperatives' unions (FCUs) based in representative locations in Ethiopia to establish the fertilizer blending plants that will produce and market the blended fertilizers. A detailed description of each of the FCUs is attached in Appendix C of this RFP.

In support of the fertilizer blending initiative, the USAID/ AGP-AMDe Project (implemented by ACDI VOCA) in Addis Ababa, Ethiopia is engaged in providing financial, material and technical support to the implementing FCUs, which includes contract services to manage the fertilizer blending plants (blending plant descriptions are attached in (Appendix C of this RFP.) AGP-AMDe is therefore seeking a technical management and consulting firm which can provide full time, experienced agribusiness managers and other production staff to Becho Weliso Farmer Cooperative Union, in the short term (starting on or before May 15, 2014) and four other Farmer Cooperative Unions (FCU's) in Ethiopia in the long run (starting on or before November 30, 2014).

Management contract services are sought to meet the fundamental management and skills transfer needs at each of these plant locations which include but are not limited to, management of the blending business and training of the FCU staff which will assume full responsibility of the business after 2 years. For each FCU location, the blending operation will be their single largest enterprise and there is an essential need for management, business, and technical training at all levels including production and planning, procurement, marketing and distribution, accounting, inventory management and control, equipment operation, safety and security, product quality and overall business profitability and sustainability.

The contractor is required to hire one manager and three other experts namely production manager (deputy manager), cost accountant, and marketing manager at each location on a full time basis. The three positions have to be filled by host country nationals and the contractor will assume the responsibility of training and preparing these and other relevant FCU staff to take over the management of the enterprise at a pre-set hand over schedule. As these employees will eventually be taken by the respective FCU, the FCUs will review and approve the qualification of candidates proposed by the contractor prior to deployment. An alternative proposal could be considered for the placement of a floating manager for multiple FCUs with a strong justification for the floating manager's ability to deliver required services with distance, logistics and other factors taken into consideration. Acceptability of such a plan would be dependent upon the strength of the bidder's proposal and implementation plan.

Each of the FCU's is an established cooperative business, enabled and supported by the government of Ethiopia through the Minister of Agriculture (MoA), respective Regional Bureaus of Agriculture and the Federal Cooperative Agency. Each FCU is already engaged in the distribution of urea and DAP basic fertilizers, improved seed distribution, and some crop procurement and marketing. Blending equipment is being installed at each site, with Becho Woliso operational by April 30, 2014 and the others by October 2014. Please see the table below on planting and harvesting seasons and the related production cycle in Ethiopia.

Fertilizer Procurement, Production and Distribution Timeline

Activity items	Stakeholders/ Organizations	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Fertilizer demand assessment	MoA, FCUs and RBoA												
Production planning for blends	FCUs, MoA												
Procurement of blending	MoA												

5. Provide a plan and schedule for external short term technical assistance, if necessary, for additional and technical support in selected functional areas.
6. Develop and conduct training programs for each management and functional areas of the fertilizer blending operation including: production and planning, marketing, warehousing and storage, inventory control, handling and storage, operational cost control, equipment operation and maintenance, safety and security, any other areas required by the FCU.
7. Monthly and Quarterly Progress Reports against business plan developed.

III. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a **Fixed Price Purchase Order** 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 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

- i. Candidates can be private or public firms or organizations, profit or non-profit, local or international NGO's, or any other entities that have the requisite experience and technical qualifications to provide management contract services.
- ii. An established portfolio and track record in equivalent production facilities/operations management, agricultural business management or consulting for private sector, agricultural business project management in developed and developing country situations; minimum of 10 years of experience
- iii. Experience in agricultural inputs and supply management and/or consulting in developed and developing country situations.
- iv. Experience in all aspects of retail and wholesale fertilizer blending management and marketing through managing production operations directly or through long term technical management contracts.
- v. A dedicated full time staff with expertise in one or more areas of: agricultural business, agricultural input and output supply chain management; fertilizer manufacturing, marketing, and technical support, agronomic systems.
- vi. Experience working in African countries and/or other developing countries, with administrative and technical systems to support field staff.

Demonstrate capabilities and technical experience by providing the following (please follow outline when preparing your proposal):

- i. **Organization Overview:** Provide a brief, general overview to demonstrate the Offeror's overall qualifications to fulfill the requirements of this RFP. Include type of firm. Also include; Biographies

- of key management- include biographical information of key managers and directors of the firm; year of establishment; and type of ownership.
- ii. **Capabilities Statement:** Provide a comprehensive discussion of the Offeror's capabilities, experiences, resources, support and any current/recent experience in providing similar type of management service for fertilizer blending plant and similar others in developing country contexts.
 - iii. **Financial Capability:** Interested bidder should provide evidence like financial statements and/or any other document proving their financial capability to manage the activities under cost reimbursement or similar other subcontracting mechanisms
 - iv. **Insurance:** Interested bidders should submit insurance information, warranties, guarantees, and similar other documents.
 - v. **Website:** If the Offeror has a website or can post examples of its work, it may indicate the website. Offerors are not encouraged to send any such materials with the proposal.
 - vi. **Activity (work) Schedule:** Bidders are required to provide a detailed work schedule.
 - vii. **Quality inspection and assurance plan.**
 - viii. **Eligibility:** International bidders are required to provide license, tax ID and tax clearance from their country of origin and local bidders are required to provide local license, tax ID and tax clearance certification. International bidders will be responsible for registering under the applicable local laws.

2. Project Staffing

Interested bidder should identify the staffing (direct and indirect) involved in the management of the fertilizer blending and marketing entity(ies) and the percentage of the time each will spend on this activity. Include no more than a half-page bio for each individual considered essential for the successful implementation of this contract. Provide names, contact address, telephone and email. The qualification of the direct staff to be deployed at site should be or equivalent to the following.

Qualifications of Full Time Fertilizer and Agribusiness Manager

1. A postgraduate degree or equivalent qualification and experience in Business Administration, Agricultural marketing, Agricultural Economics, Economics, Management and related fields. As replacement of a post-graduate degree, 4 to 6 years working experience will be considered.
2. Minimum of 10 years of experience in middle or senior level management of an agricultural business engaged in retail or wholesale input supply and distribution, primarily for fertilizers, managing start-up operations with proven record leading to success,
3. Experience coordinating multiple projects, setting goals, developing plans, and managing participants to achieve results and meet deadlines
4. Experience in the management of a fertilizer blending operation, minimum 5 years
5. Experience and ability to train and manage staff in all areas of the business, such as: procurement, warehousing, quality control, accounting and cost controls, facilities and equipment maintenance, planning and production, marketing and distribution, safety and security, environmental compliance.
6. Experience or exposure in developing country situations
7. Ability to live in a local environment or community outside a major metropolitan area.

Qualification of Blend Operator/Production Manager (Deputy Manager)

1. BA in industrial or mechanical engineering or other related fields with additional qualification in business management

2. The operator must have a strong track record of success and have at least 3 years experience operating/managing manufacturing/production plant
3. Technical operator and supervisory background are preferred
4. Exposure to agricultural inputs/fertilizer marketing and handling preferred
5. Knowledge and experience of using computer software for production and/or plant management
6. Understanding of all of the following areas and deep knowledge in at least one of the following areas: business management, accounting, human resources, demand assessment, production scheduling, and stock management.
7. Experience coordinating projects, setting goals, developing plans, and managing staff to achieve results and meet deadlines
8. Excellent communication and writing skills in English
9. Knowledge about farmers cooperatives is preferred
10. Ability to live in a local environment or community outside a major metropolitan area.

Qualification of Marketing and Logistics Manager

1. A postgraduate or Bachelor degree qualification and experience in Business Administration, Agricultural marketing, Cooperatives, Agricultural Economics, Economics and related fields. As replacement of a Bachelor degree, 4 to 6 years working experience will be considered.
2. Excellent communication skills to service clients and solve problems within the marketing and logistical systems.
3. Experience developing pricing strategies, developing a finished goods distribution plan balancing the firm's objectives and customer satisfaction.
4. Experience in developing and monitoring customer relationships and finished goods distribution plan
5. Evaluate the financial aspects of product development and delivery systems, such as budgets, expenditures

Qualification of Cost Accountant

1. BA Degree in Accounting and minimum of 3 years working experience in cost accounting and related responsibilities
2. Knowledge of economic principles
3. Knowledge of auditing practices and principles
4. Knowledge of applicable laws, codes and regulations
5. Knowledge and experience of accounting software applications

3. Cost Proposal

Offerors will submit a proposed budget with their proposals in a separate message labeled "Budget Proposal." The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. The Bill of Quantity may change as the design improves and bidders may have to negotiate prices for a revised bill of quantity. Budgets should be submitted in USD; please label your budget with the name of the currency, if otherwise. ACDI/VOCA reserves the right to request additional information to support detailed cost and price proposals. AGP-AMDe is a tax exempt project, and ACDI/VOCA will process duty free importation for all directly related imported materials.

4. References

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

b. Instructions for Submission of Proposal

1. The technical and price proposals shall be separated and identified as such. 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 the proposal in the following formats to:

ACDI/VOCA Ethiopia
Agricultural Growth Program-AMDe
Megenagna Diaspora Square,
Marathon Build. 4th Floor
Tel (251)-116-620-685
Attention: Baraki Zesslasie
Email: Bzesslasie@acdivocaeth.org

Or

Email to:

Procurement@acdivocaeth.org

Faxed offers are not acceptable.

Submission in the form of electronic copy by email is acceptable and preferred. Print copies are not required, but will be accepted.

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:	Baraki Zesslasie Birru	Negash Shiferaw
Email:	bzesslasie@acdivocaeth.org	nshiferaw@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:

Technical Scores	Points*
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Eligibility	Reject/Accept
Completeness of bid document	Reject/Accept
Technical Approach	25
Key Staff and Quality Control Mechanisms	5
Company Capabilities and Past Performance/References	20
Regional, Country, Contextual Experience	5
Price or Cost Proposal	25
Mobilization and Project Time Span	10
Financial and Admin Capacity	10
Total Score	100

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

VI. SOLICITATION PROCESS

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

VII. TERMS AND CONDITIONS

a. Late Submissions

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

b. Modification of RFP Requirements

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

c. Withdrawals of Proposals

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

d. Right of Negotiation and Acceptance of Proposal

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

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

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

e. Validity of Proposal

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

f. Minimum Offeror Qualifications

Offerors submitting proposals must (1) be eligible to receive USAID funds and (2) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

- Documentation to verify licensure (e.g., tax ID, registration certificate, tax clearance, 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: Purchase Order General Terms and Conditions

Appendix B: Staffing and Sample Budget Format

Appendix C: Additional Information

Appendix D: Technical Approach Submission Template

Technical Proposal Submission Sheet

Appendix A

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 ACIDI/VOCA.
2. **Proprietary Information & Confidentiality.** Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by ACIDI/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 ACIDI/VOCA to do so. Vendor agrees to execute ACIDI/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 Section II of Attachment A 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 than forty-five (45) days after ACIDI/VOCA's receipt of an acceptable invoice and ACIDI/VOCA's acceptance of the completed products/services in accordance with section (B) "Inspection" below, together with any required documents. ACIDI/VOCA is under no obligation to pay Vendor's invoices received later than 90 days after acceptance. Payment of Vendor invoices by ACIDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Vendor may remain subject to ACIDI/VOCA and/or government audit and subsequent adjustment. Vendor agrees to reimburse ACIDI/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 ACIDI/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 ACIDI/VOCA. Vendor shall provide immediate notice to ACIDI/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 ACIDI/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, ACIDI/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 ACIDI/VOCA. If stated in the scope of work, time is of the essence with respect to the performance. ACIDI/VOCA shall not be billed at prices higher than those stated in this Purchase Order. ACIDI/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 ACIDI/VOCA upon acceptance of such product/service by ACIDI/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 ACIDI/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 ACIDI/VOCA, including sourcing substitute providers of services from the market, at Vendor's expense, in order to meet ACIDI/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 ACIDI/VOCA. To the extent that ACIDI/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 ACIDI/VOCA free and clear of all liens, claims, and encumbrances. Vendor represents and warrants to ACIDI/VOCA that: (i) it has no conflict of interest with respect to the Services to be performed for ACIDI/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 ACIDI/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 ACIDI/VOCA without prior written notice to ACIDI/VOCA. Vendor further represents and warrants to ACIDI/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 ACIDI/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.** ACIDI/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": ACIDI/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. ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/VOCA should ACIDI/VOCA incur any additional costs as a direct result of such default termination.

10. Insurance & Work on ACIDI/VOCA's or ACIDI/VOCA Client Premises. Vendor agrees to maintain the adequate insurance coverage against claims arising from injuries sustained by Vendor on ACIDI/VOCA's facilities and agrees to be liable for all damages & claims arising against ACIDI/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 ACIDI/VOCA representative named above in Block 6.

11. Independent Relationship. Vendor agrees that its relationship with ACIDI/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. The Vendor nor anyone employed by it shall be, represent, act or be deemed to be an agent, representative or employee of ACIDI/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 ACIDI/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 ACIDI/VOCA shall be considered a work made for hire, or otherwise ACIDI/VOCA property. Vendor hereby assigns and agrees to assign to ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/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 ACIDI/VOCA Vice President of Contracts and Grants 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. ACIDI/VOCA may - with the consent of the Subcontractor - make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subcontract scope of services. ACIDI/VOCA may make unilateral changes, with prior written notice to the Subcontractor, to this Purchase Order by written order issued by ACIDI/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, ACIDI/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 ACIDI/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 ACIDI/VOCA or within such extension of that 30-day period as ACIDI/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; (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.epls.org and <http://www.un.org/Docs/sc/committees/1267/consolist.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. Restricted countries currently include, but are not necessarily limited to: 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 ACIDI/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 ACIDI/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.

THESE CLAUSES APPLY TO PURCHASE ORDERS THAT EXCEED \$100,000

20. Access to Records. If this Purchase Order is a negotiated Purchase Order, ACIDI/VOCA, USAID, 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 ACIDI/VOCA Compliance Department. The term FAR means Federal Acquisition Regulation, effective as of January 1, 2001. The terms, "Contractor," "Government" and "Contracting Officer" as used in these clauses shall refer to the Vendor, ACIDI/VOCA, and the ACIDI/VOCA Compliance Administrator, respectively. This agreement is between Vendor and ACIDI/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 ACIDI/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	Patent Rights – Acquisition by the Government	52.227-13
Restriction on Subcontractor Sales to the Government	52.203-6	Rights in Data – Special Works	52.227-17
Taxpayer Identification	52.204-3	Disputes, Alternate I	52.233-1
Data Universal Numbering System (DUNS)	52.204-6	Restrictions on Severance Payments to Foreign Nationals	52.237-8
Annual Representations & Certifications	52.204-8	Stop Work Order, Alternate I	52.242-15
Material Requirements	52.211-5	Government Delay of Work	52.242-17
Liquidated Damages (1% of Contract Value/Day)	52.211-11	Changes-Fixed Price	52.243-1
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.213-4	Subcontracts	52.244-2
Order of Precedence	52.215-8	Contractor Liability for Personal Injury and/or Property Damage	52.247-21
Convict Labor	52.222-3	Contract Not Affected By Oral Agreement	52.247-27
Child Labor- Cooperation With Authorities and Remedies	52.222-19	Preference for U.S.-Flag Air Carriers	52.247-63
Combatting Trafficking in Persons	52.222.50	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Privacy Act Notification	52.224-1	Termination For Convenience	52.249-2
Restrictions on Certain Foreign Purchases	52.225-13		

THESE CLAUSES APPLY TO CONTRACTS THAT EXCEED \$10,000

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Protecting Government's Interest When Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment	52.209-6	Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans	52.222-35
Walsh-Healy Act	52.222-20	Affirmative Action for Workers With Disabilities	52.222-36
Prohibition of Segregated Facilities	52.222-21	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	52.222-37
Affirmative Action Compliance	52.222-25	Inspection of Supplies – Fixed Price	52.246-2
Equal Opportunity	52.222-26		

THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES

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

THESE FAR CLAUSES APPLY TO CONTRACTS THAT EXCEED \$100,000

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Certificate of Independent Price Determination	52.203-2	Payment for Overtime Premiums	52.222-2
Gratuities	52.203-3	Drug-Free Workplace	52.223-6
Anti-Kickback Procedures	52.203-7	Certificate of Toxic Chemical Release Reporting	52.223-13
Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	52.203-8	Toxic Chemical Release Reporting	52.223-14
Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	Authorization and Consent	52.227-1
Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	52.203-11	Notice and Assistance Regarding Patent & Copyright Infringement	52.227-2
Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Federal, State, and Local Taxes	52.229-3
Printed or Copied Double-Sided on Recycled Paper	52.204-4	Federal, State, and Local Taxes	52.229-6
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.209-5	Interest	52.232-17
Responsibility Matters	52.209-7	Stop-Work Order	52.242-15
Updates of Information Regarding Responsibility Matters	52.209-9	Competition in Subcontracting	52.244-5
Audit and Records – Negotiation	52.215-2	Contractor Inspection Requirements	52.246-1
Integrity of Unit Prices	52.215-14	Limitation of Liability	52.246-23
Price Re-determination – Retroactive	52.216-6	Limitation of Liability – Services	52.246-25
		Termination of Convenience for the Government (Fixed Price-SF)	52.249-1
		Default (Fixed-Price Supply and Service)	52.249-8

THESE CLAUSES APPLY TO USAID CONTRACTS

CLAUSE TITLE	AIDAR CITE	CLAUSE TITLE	AIDAR CITE
Organizational Conflicts of Interest After Award	752.209-71	Marking	752.7009
Language and Measurement	752.211-70	Family Planning and Population Assistance Activities	752.7016
Source, Origin and Nationality	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
Payments Under Time & Materials/Labor Hours Contracts	752.232-7	Acknowledgement and Disclaimer	752.7034
Government Property – USAID Reporting Requirements Title To and Care of Property	752.245-70	Public Notices	752.7035
	752.245-71		

Appendix B

Staffing and Sample Budget Format

No.	Item Description	Unit	QTY	Unit Price	Total Price	Remarks
Salaries and Wages						
1	Agribusiness Manager	Month				
2	Production Manager	Month				
3	Marketing Manager	Month				
4	Cost Accountant	Month				
5	Other Indirect Staff – Salary, if any	Month				
	Sub Total Salaries and Wages					
Fringe Benefits						
1						
2						
	Sub Total Fringe Benefits					
Other Direct Costs						
6	Per diem	Day				
7	Transportation -	Day				
8	Office Supplies and Other Materials	Month				
9	Other Direct Costs (please specify)					
	Sub Total Other Direct Costs					
Total Direct Cost						
10	Overhead Costs – Percentage of total direct cost	%				
Total Direct and Indirect Costs						

11	Profit Margin – Percentage of Total Direct and Indirect Costs	%				
Grand Total						

Appendix C:

Additional Information

General Blending and Plant Description

Each blending facility is a 25m x 60m (with exception of the Mekele site which is 25m x 50m) building which houses the blending and bagging equipment, blending ingredient stocks (bags), a transitional area for bulk handling, and final temporary storage for finished blends (bags). See attached schematic diagram. Storage for ingredients and final products is limited and each FCU site will be required to have sufficient warehouse space available either adjacent to the blending facility or nearby to have ready access to ingredients and sufficient storage for finished blends. Inbound ingredients and blended products will be handled almost exclusively in 50kg bags, until more efficient bulk systems might be introduced in the future.

The blending equipment (see equipment description below) is a horizontal volumetric or declining weight system that can be filled by a front end loader (as one option) or, directly by hand labor with the 50 kg bags. The FCU's will be equipped with one front-end loader for bulk handling and charging of the blender. Hourly/shift workers will be utilized to open ingredient bags and charging the bulk holding areas. Same workers will be used to stack inbound ingredients and outbound finished blends, as well as to load outbound trucks.

Other skilled workers will be trained to blending ingredients, bag finished goods, and operate the front end loader by equipment manufacturers but will require on-going training to improve competency and efficiency.

Final blended and bagged products are distributed from the FCU to its primary cooperative members and to other FCU's which will place orders for specific blends.

Ingredients used for blending, at this point, will include DAP, urea, NPS (ammonium phospho sulfate), Muriate of Potash, Zinc Sulfate, and Boron. Preference is given to NPS (19-38-0 7S) as the phosphorous blend base with sulfur (as opposed to DAP), as almost all soils are deficient in Sulfur. The other nutrients are added according to local and regional soil test data. The Ministry of Agriculture has identified 6 major blend formulations which will be offered by each of blending facilities and are suitable for most crop and soil requirements. Prescription mixing at the FCU blending facilities could become a service in the future as more soil data is captured and clients become more diverse.

Further information about the blending operation is available upon request.

Blending Equipment Description – Summary

The requisite blending and bagging system at each site is described below. A declining weight blending unit with bagging line has already been procured for the Becho Woliso FCU location; supplied by Yargus Manufacturing Inc. of the US, including a Nectar (UK) bagging system.

Blending and Bagging Equipment Specifications:

Blender:

1. Volumetric and Declining Weight Horizontal Blender
2. Minimum capacity of 50 mt per hour, with convertibility to 100 mt per hour
3. Four macronutrient ingredient bins
4. Two micronutrient ingredient bins
5. Horizontal under-bin auger or conveying system
6. Integrated software system for accurate blending from selected formulations
7. Control panel for electrical synchronization and operation of blender components

Conveying Equipment

1. Incline Conveyor from horizontal under-bin auger to bucket elevator
2. Bucket elevator for charging bagging system

Bagging System

1. Minimum 50 mt per hour capacity, expandable to 100 mt per hour
2. Minimum 8 mt capacity surge bin
3. Bagging equipment including holding and filling mechanisms, sewing head, and conveyor

Background on the FCU sites:

1. Name: Becho Woliso Farmers' Cooperative Union

Tulu bolo: 80 km West of Addis Ababa

Year Established: 2000 in E.C

Membership: 55 Primary cooperatives and 58, 712 farmer members

Primary Services and Business Enterprises; distribution of fertilizers, improved seeds, and PP bag factory

Primary Crop Mix in Marketing and Catchment Areas: Teff, Chickpea and wheat.

Current Sales Volumes of Fertilizer (DAP & Urea): 20k tones

Expected Fertilizer Blend Sales Volume, Year 5 (2018): 105k tone

Annual Sales Revenue (all products): 938M ETB

of employees: 256 permanent and 20 temporary employees

Capital of the union: 49.5M ETB

2. Name: Gibe Dedesa Farmers' Cooperative Union

Nekemte: 330 km West of Addis Ababa)

Year Established: 2004 in E.C

Membership: 130 Primary cooperatives and 87,000 farmer members

Primary Services and Business Enterprises; distribution of fertilizers and improved seeds

Primary Crop Mix in Marketing and Catchment Areas: Maize, Teff, Sorghum and Wheat

Current Sales Volumes of Fertilizer (DAP & Urea): 15k tones

Expected Fertilizer Blend Sales Volume, Year 5 (2018): 105k tone

Annual Sales Revenue (all products): 25M ETB

of employees: 31 permanent and 300-350 temporary employees

Capital of the union: 73M ETB

3. Name: Merkeb Farmers' Cooperative Union

Bahir Dar: 565 km North West of Addis Ababa

Year Established: 2002 in E.C

Membership: 103 Primary cooperatives and 186,000 farmer members

Primary Services and Business Enterprises; distribution of fertilizers, improved seeds, and flourfactory

Primary Crop Mix in Marketing and Catchment Areas: maize, wheat and teff.

Current Sales Volumes of Fertilizer (DAP & Urea): 46k tones

Expected Fertilizer Blend Sales Volume, Year 5 (2018): 105k tone

Annual Sales Revenue (all products): 850M ETB

of employees: 65 permanent and 7 temporary employees

Capital of the union: 55M ETB

4. Name: Enderta Farmers' Cooperative Union

Enderta: 780 km North of Addis Ababa

Year Established: 2005 in E.C

Membership: 20 Primary cooperatives and 42,120 farmer members

Primary Services and Business Enterprises; distribution of fertilizers and improved seeds

Primary Crop Mix in Marketing and Catchment Areas: Wheat, Teff, and Maize

Current Sales Volumes of Fertilizer (DAP & Urea): 19k tones

Expected Fertilizer Blend Sales Volume, Year 5 (2018): 105k tone

Annual Sales Revenue (all products): 9M ETB

of employees: 23 permanent and 3 temporary employees

Capital of the union: 0.42M ETB

5. Name: Melik Silte Farmers' Cooperative Union

Worabe: 180 km South of Addis Ababa

Year Established: 2004 in E.C

Membership: 64 Primary cooperatives and 48,000 farmer members

Primary Services and Business Enterprises; distribution of fertilizers and improved seeds

Primary Crop Mix in Marketing and Catchment Areas: Maize, Wheat, Barley and Teff

Current Sales Volumes of Fertilizer (DAP & Urea): 9k tones

Expected Fertilizer Blend Sales Volume, Year 5 (2018): 105k tone

Annual Sales Revenue (all products): 1.5M ETB

of employees: 16 permanent employees

Capital of the union: 9.5M ETB

APPENDIX D

Technical Approach Submission Template

Brief Overview of the Company

Brief Overview of Key Staff

Capability Statement

Comments on the Scope of Work

Brief Explanation of Proposed Management Approaches and Methodologies

List of References

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 ____days/weeks/months from the time and date of the submission deadline.

Type of Business/Institution (Check all that apply)

Offeror certifies that it is: ☐ Non U.S. Owned/Operated ☐ Government Owned/Operated
(If Non U.S. Owned/Operated is selected, continue to Anti-Terrorism Certification)

OR FOR US ORGANIZATIONS ONLY:

☐ Nonprofit ☐ For-Profit ☐ Government Owned/Operated
☐ Large Business ☐ Small Business ☐ College or University
☐ Women Owned ☐ Small and Disadvantaged Business

Anti-Terrorism Certification

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

The Offeror also verifies that it does not appear on 1) the website of the Excluded Party List: www.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 or 3) the Office of Foreign Assets Control's list of Specially Designated Nationals and Blocked Persons: http://ofacftp.treas.gov/fac_sdn/sdnew07.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 ACIDI/VOCA.

Proposal Authorized By:

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