

**REQUEST FOR PROPOSAL**

 Gender, Youth and Social Inclusion Analysis

RFP-J2086-01

**Under**

MCC Coastal Livelihood and Climate Resilience Project (CLCR)

**Funded By**

 MCC/ProAzul

Grant No. 2

|  |  |
| --- | --- |
| **RFP Release Date:**  | **09/23/2024** |
| **Performance Period:**  | 11/01/2024 – 02/28/2025 |
| **Proposal Submission Deadline:**  | 10/18/2024 |
| **Question/ Inquiry Submission Deadline:**  | **10/03/2024** |

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# Introduction

## Company Background

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

## Program Background

The MCC Coastal Livelihood and Climate Resilience Project (hereafter “the Project”) will focus on sustainable development in coastal Zambezia, Mozambique, enhancing the management of coastal resources, local socio-economic development, and the fisheries sector. To achieve the goal of sustainably increasing productivity and resilience of coastal ecosystems in Zambezia, the project must integrate a Gender, Youth, and Social Inclusion (GYSI) approach across all components. Mozambique has seen progress with regards to gender equality; however, women and girls still face many challenges. Available data on Gender Based Violance (GBV) shows that 37% of women and girls have experienced physical or sexual violence; 53% of women aged 20-24 were married before age 18 and 17% before age 15. Women and youth are not only key target participants of project activities, but due to prevailing gender-, age-, and social-norms, they are also disproportionately affected by climate change as well as being important agents of change. Lack of decision-making, control over resources, and access to information cause women and youth to be vulnerable to climactic shocks and stresses, but their socially prescribed roles also make them key partners due to their possession of critical knowledge of their ecosystem. Women and youth engage in ways different from adult men and therefore have different knowledge sets; men rarely engage in collection of family water or intertidal resource harvesting, for example.

High levels of unemployment, and gender and age norms related to informal work (resulting in youth being excluded from economic opportunities) make youth an easy target for recruitment by extremist groups. Furthermore, widespread (high levels of) poverty has led to many youths pulling out of school to gain employment in activities that are detrimental to coastal marine ecosystems. For example, case studies conducted by FAO in Mozambique reveals that beach seine fishing provides a source of employment for youth, widows and orphans who turn to provide cheap labor (FAO, 2011). This means that planned CLCR interventions/programs to reduce damage to these coastal marine ecosystems (e.g. ban on beach seine --the beach seine removal program) are likely to pose a risk to youth employment or result in loss in employment opportunities for youth. CLRC is therefore confronted with the challenge of identifying viable alternative livelihood/income generating opportunities for these youths and facilitating their access or equipping them with the skills necessary to take advantage of these opportunities. This will minimize the risk of recruitment into insurgency for disenfranchised youth if there are no employment opportunities.

Young women face many barriers, including low literacy levels and lack of education, a high prevalence of gender-based violence, and occupational segregation based on gender. Men are typically involved in artisanal fishing and agriculture. While women are also involved in agriculture, they are also are involved in wild food collection and gleaning (collecting shellfish and other marine organisms in shallow waters), both of which are crucial for household food security. This division of labor reflects traditional gender roles and affects access to resources and benefits. The developmental trueism is relevant here: men’s resources are for the men, while women’s resources are for the family. However, with their direct knowledge of coastal ecosystems, women can play a crucial role in improving natural resource management by educating children about sustainable practices and the importance of conserving natural resources through daily activities and storytelling and by more actively participating in community-based resource management groups as role models, encouraging young people to value and engage in sustainable practices.

# OBJECTIVE

As part of Mozambique CLCR’s startup, ACDI/VOCA will conduct a gender, youth, and social inclusion (GYSI) analysis. The overall purpose of the GYSI analysis is to identify root causes of barriers or inequalities that specific gender, age, and other socio-economic groups (e.g., disabled, and low income) face and the obstacles to their empowerment in the context of the communities targeted in the CLCR project. The GYSI analysis will adopt an intersectional approach to look at how gender, age and other social factors influence social dynamics and create constraints or opportunities for different gender and age-groups. The analysis will inform the development of the GYSI Strategy with an action plan to guide activity implementation and promote equitable opportunities for the participation, leadership and empowerment of women and youth, and other marginalized groups in the context of RESINA activities.

The primary objectives of the assessment include:

1. To identify barriers to market participation based on gender, age, disability, and other social factors and understand how these gaps may affect/restrict different populations’ abilities to participate and/or benefit from CLCR activities, outcomes and impact.
2. To identify/map existing livelihood generating opportunities (farm, non-farm, and off-farm) and understand how gender, age and other social factors (in isolation or by intersecting with gender and age), determine access to and benefits from those opportunities and capture differences across CLCR’s ZOI .
3. To identify and understand constraints and opportunities to the empowerment of women, female and male youth, and other marginalized socio-economic groups in CLCR’s ZOI.
4. To identify adverse impacts and/or risk of gender-based exclusion from planned activities, including, but not limited to, displacing women from their access to resources; increasing risk of gender-based violence (GBV); sexual exploitation; creating conditions that restrict the participation of women, men or young women/men and other marginalized groups in project activities and benefits.
5. To identify local partners/organizations working on gender, youth, and social inclusion issues in the target zones, including youth-led groups as well as groups representing other marginalized populations in the target ZOIs

The GYSI study is expected to generate actionable recommendations with targeted approaches to respond to the challenges specific to each gender/age-group (highlighting differences across target ZOIs) that will be integrated across CLCR interventions to mainstream gender, youth, and social considerations. The study should identify opportunities to create positive change for women and youth inclusion within specific value chains and across CLCR ZOIs.

The assessment will i) use a contextualized approach following ACDI/VOCA’s proposed growth anchors for year one of implementation, ii) make a concerted effort to build local capacity by engaging proposed local implementing partners both in carrying out assessment activities and as informants , and if appropriate identifying additional local partners, iii) integrate cross-cutting considerations including, but not limited to, nutrition, food systems, and access and use of water, including multi-use water systems (MUS), and sanitation and hygiene (WASH).

## Scope of Work

ACDI/VOCA seeks a consultant to lead the CLCR’s Gender, Youth, and Social Inclusion (GYSI) Analysis primary data collection with oversight from the Technical Director, Gender and Youth and Director, Gender and Agriculture (hereafter “Supervisor”). This analysis will aim to understand the root causes of gender- and age-based exclusion, gender/age-based risks (including GBV), barriers, and opportunities to participate in and benefit from coastal and marine resources and management. The GYSI Analysis will adopt an intersectional approach to examine how gender, age and other social factors influence social dynamics and create constraints or opportunities for different gender, age, and social identities. This analysis will not only seek to elevate the perspectives and realities of marginalized groups but will also scan the broader market and social contexts in which they live and work to get a fuller picture of where the project should focus work to achieve broader, deeper, and more sustainable inclusion results. Findings from the GYSI analysis will inform the GYSI Strategy, will ensure the development of evidence-based approaches and interventions to promote gender equity, female empowerment, and positive youth development, and facilitate active engagement throughout project design and implementation.

The consultant will:

* Support the finalization of the preliminary desk review by sharing relevant research reports (grey literature and other sources) that have been conducted in the target geographies that can help further shape the design of the CLCR-GYSI analysis.
* Support the development/design of the study methodology, and data collection tools to ensure context-responsiveness and that the translation of questions to local language are accurate.
* Lead a team of enumerators who have experience in collecting both quantitative and qualitative data in Zambezia based on the data collection tools.
* Train enumerators on data collection tools, make logistic arrangements, and provide oversight of data quality through transcription and translation.
* Train enumerators on best practices in ethical data collection and ensure alignment with best practices and local research ethics laws, including informed consent, collecting data on sensitive topics such as GBV in order not to expose study participants to additional risks, and plans for data security. The training will also incorporate a protocol to refer GBV survivors to existing local services, if needed. Provide technical oversight for the data collection from a qualitative and quantitative research perspective.

The Analysis will be guided by GYSI analytical frameworks that are most suitable for exploring the research questions. Potential analytical frameworks include but are not limited to the USAID ADS 205 Gender Analysis Framework as well as USAID’s Positive Youth Development Domains. The final choice of frameworks will be agreed on during the inception and research design phase of the assignment. This would be informed by the critical research gaps that will be identified following the Desk review. The focus of the study is the protection, restoration, and sustainable business opportunities of coastal resources. The consultant, in coordination with the Supervisor, will develop a set of research questions (first draft) aligned with the selected frameworks, that address key GYSI information gaps in the context of CLCR, and that are context responsive to guide the research. First draft of the research questions (data collection tools) will be shared with the GYSI Steering committee comprised of consortium partners for feedback prior to finalization of the research questions and the start of enumerator trainings on the data collection tools.

**DATA COLLECTION AND METHODOLOGY**

The geographic coverage of MCC CLCR is Zambezia+. However, the study will cover or include only specific geographies within this broad Zambezia+ region. Specifically, the selection of target geographies will ensure the following:

• Inclusion of geographies that are the major focus of CLCR lead Partners--ProAzul and BIOFUND.

• Alignment with the target geographies of other studies that are being conducted to inform CLCR activity design: Quelimane (Praia de Zalala), Pebane, Moma, Angoche, and Chinde.

• A representation of the diversity of livelihood generating opportunities in line with CLCR’s focus.

The final selection of the geographies/communities to target for the study will be made during the inception phase of the assignment, in collaboration with consultant and Steering Committee and other members of Lead Partners.

The methodology will be predominantly qualitative, although we will use quantitative methods as/where appropriate.

Both qualitative and quantitative methods will be employed via surveys, focus group discussions (FGDs), and key informant interviews (KIIs) and other participatory rapid appraisal techniques (including some activities from the GALS methodology). We strongly encourage a gender-balance in the composition of the enumerators as well as the involvement of young people in facilitating the FGDs with youth.

Qualitative data gathering methods will:

* A minimum of 4 FGDs of 8-10 persons in each of the target geographies/communities, one with adult males, adult females, youth males and youth females. However, this will depend on the size and the level of diversity in livelihoods and other socio-economic factors in each geography/community.
* Ten (10) key informant interviews per target geography)

Quantitative data will be collected with the research subjects (women and youth) per target/geography, as appropriate. The sample size will be determined during the inception phase of the assignment. The methodology will be finalized once the consultant is onboard.

**ANTICIPATED TASKS AND LEVEL OF EFFORT**

 The anticipated LOE for this assignment is 40 days. These will be broken down to include:

1***.Inception***. *Prepare an inception presentation to demonstrate understanding of the assignment, methodology and a work plan for carrying out the objectives of the assignment, team composition or strategy for identifying local enumerators for the study, etc. This meeting will also be an opportunity to clarify and finalize SOW, finalize timing, identify data collection team and resource/support needs.*

Estimated LOE: 1 working day

2***. Desk Review***. *Review the project description, project documents, and completed desk review to (1) understand the target population of the study; (2) understand the project context in which the study is taking place; (3) gather data to shape the research design and focus of the fieldwork so that it does not repeat what is already known, but instead digs deeper into issues, patterns, and activities.*

Estimated LOE: 2.0 working day.

3. ***Support Design of the study methodology and document it in a work plan.*** *Finalize methodology in collaboration with Supervisor. The work plan will describe the anticipated methodology and tools that will be used, sampling plan, timeline of fieldwork, and drafts of all questionnaires and tools, including recruitment scripts and informed consent forms. The work plan and tools must be submitted and approved by the steering committee prior to commencement of data collection activities. This will also include a detailed list of FGDs, KIIs, and surveys to be* *conducted and a plan for setting up those meetings. The Consultant is responsible for securing research approval with the appropriate Institutional Review Board.*

Estimated LOE: 5 working days.

4. ***Enumerator Training and Translation of Presentation and Tools***. *In partnership with the Supervisor, finalize training guide and conduct training with local enumerators including discussing logistics and resource arrangements, data collection tools, note taking, and gender and age sensitive data collection.*

 Estimated LOE: 3 working days

5. ***Pilot Data Collection Tools and Revise based on feedback***. *Pilot the developed data collection and revise the tools if needed based on feedback and any gaps identified during the pilot stage. The Consultant is expected to hold pause and reflect sessions with the team of enumerators at the end of each day to discuss information gathered, themes, gaps and any adjustments that need to be made to the data collection tool.* Any challenges confronted during fieldwork should be communicated with the Supervisor as quickly as possible, and the Supervisor must consent to any significant changes to the original fieldwork plan.

Estimated LOE: 2 working days.

6. ***Conduct fieldwork according to the methodology work plan.***

Estimated LOE: 20 working days, conducted in Zambezia.

7. ***Oversee Transcription and Translate collected data and provide in a clear, concise, and usable format.*** *Oversee data collection by team of enumerators and ensure notes and tool forms are filled in appropriately. Translate and provide to the Supervisor as agreed to in the work plan. Conduct data checks on quantitative data. Transcribed data should be shared with the Supervisor upon completion of data collection efforts in each target district to ensure quality control.*  Details on platform to use for data sharing will be discussed further during the inception phase of the assignment

Estimated LOE: 6 working days

8. ***Answer follow-up questions and conduct additional data collection as needed. After receiving feedback from the Supervisor.***

Estimated LOE: 1 working day

1. ***Review and provide feedback on the draft GYSI Analysis report to ensure accurate interpretation of study findings.***

*Estimated LOE: 1 working day*

## Deliverables

The following deliverables are required for the assignment. Due dates are tentative and will be confirmed after signing the contract. The main deliverables from the GYSI analysis will be:

|  |  |
| --- | --- |
| * 1. An Inception Presentation accompanied with a Work Plan (Including planned FGDs, KIIs, and Surveys schedule and logistics)
 | 11/15/24 |
| * 1. Enumerator Training
 | 12/01/24 |
| * 1. GYSI Study Raw Data (transcripts, recordings, etc.)
 | 01/15/25 |
| * 1. Review and provide feedback to Final report and presentation
 | 02/01/25 |

**Payment Schedule (Fixed Price):** *Upon completion of*:

|  |  |
| --- | --- |
| Deliverable 1 | 30% of total LOE |
| Deliverable 2 | 20% of total LOE |
| Deliverable 3 | 40% of total LOE + reimbursement of travel expenses |
| Deliverable 4 | 10% of total LOE |

**Schedule and Work Location(s):**

|  |  |  |  |
| --- | --- | --- | --- |
| **Dates**  | **Location** | **Activity**  | **Key Participants**  |
| 11/01/24 | Home of Record | Briefing/inception and Desk Review | Consultant, Supervisor and Steering Committee |
| 11/01/24 | Home of Record | Support finalization of methodology, data collection tools, and work plan. | Supervisor, consultant and Steering Committee |
| 12/01/24 | Zambezia | Enumerator Training | Consultant; Enumerators; Supervisor |
| 12/01/24 – 12/20/24 | Zambezia | Data collection tool pilot, data collection and translation and transcription of data on a rolling basis. | Consultant; Enumerators |
| 01/15/25 | Home of Record | Finalization of translation and transcription of raw data. | Consultant; Enumerators |
| 01/15/25 – 02/01/25 | Home of Record | Answer follow-up questions, collect more data as needed; and review and provide feedback on draft GYSI analysis report | Consultant; Supervisor |

**SUPERVISION AND COORDINATION OF WORK**

The consultant will report to the Director, Gender and Agriculture, who will also approve all deliverables.

**QUALIFICATIONS**

* Experience in leading the design and implementation of quantitative and qualitative research. (required) Qualitative research related to GYSI, GYSI dimensions in coastal resource conservation, private sector engagement, or market systems preferred.
* Experience managing research studies and providing technical oversight of data collection teams. (required)
* Experience in qualitative research methods, including conducting key informant interviews, focus group discussions and implementing other rural appraisal research methodologies. (required)
* Experience with quantitative research related to surveys. (preferred)
* Experience with the USAID ADS 205 Gender Analysis Domains or USAID’s Positive Youth Development Domains. (preferred)
* Excellent communication skills, including the ability to communicate with vulnerable populations and people with low levels of education (required)
* Willingness to travel to Zambezia (required)
* Familiarity with rural Mozambican communities (preferred)
* Understanding of gender roles in natural resource management and fisheries (preferred)
* Strong English writing skills required. Speaking proficiency in Portuguese preferred

# 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.

If issuing a cost reimbursement or time and materials subcontract, delete the purchase order template and include either the cost reimbursement or time and materials template as appropriate

# PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

## Instructions for Proposal Preparation

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

### Capability and Technical Experience Statement

Demonstrate capabilities and technical experience by providing the following:

1. Organization Overview
2. Capabilities Statement
3. Project Approach
4. Activity (work) Schedule

### 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 biosketch for each individual considered essential for the successful implementation of this contract.

### Cost Proposal

Offerors will submit a proposed budget with their proposals in a separate, sealed envelope (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.

### 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.

## 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 the proposal to:

|  |
| --- |
| ACDI/VOCA |
| Attention: | Nathalie Me-Nsope |
| Email: | CLCRopportunities@acdivoca.org |

Faxed offers are not acceptable.

1. 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: | Lucas Valente da Costa | Nathalie M-Nsope |
| Email: | CLCRopportunities@acdivoca.org | CLCRopportunities@acdivoca.org |

1. ACDI/VOCA will not compensate Offerors for their preparation of responses to this RFP.

# 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 proposal (50%)
* Personnel (20%)
* Cost competitiveness and value; clarity of budget presentation including thoroughness of the justification for each cost element, cost realism (30%)

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

# SOLICITATION PROCESS

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

# TERMS AND CONDITIONS

## Late Submissions

Proposals received after the submission deadline stated in the cover page of this RFP may 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.

## Modification of RFP Requirements

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

## Withdrawals of Proposals

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

## Right of Negotiation and Acceptance of Proposal

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

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

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

## Validity of Proposal

Proposals submitted shall remain open for acceptance for *30 days* from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

## Minimum Offeror Qualifications

Offerors submitting proposals must (1) be officially licensed to do such business in Mozambique, (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

## Intellectual Property Rights

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

# ATTACHMENTS

Appendix A: Purchase Order General Terms and Conditions

Appendix B: Technical Proposal Submission Sheet

## Appendix A. Purchase Order General Terms and Conditions

**GENERAL BUSINESS TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Certifications. Vendor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as “specially designated nationals” by the Office of Foreign Asset Control of the U.S. Department of Treasury or UN Security Council Committee 1267 sanctions list; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: [www.sam.gov](http://www.sam.gov/); <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; and <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.

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

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

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

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

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

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

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

## aPPENDIX B. 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

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

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

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

[ ]  Nonprofit [ ]  For-Profit [ ]  Government Owned/Operated

[ ]  Large Business [ ]  Small Business [ ]  College or University

[ ]  Women Owned [ ]  Small and Disadvantaged Business

### Anti-Terrorism Certification

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

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

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

**Proposal Authorized By:**

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