



REQUEST FOR QUOTATIONS
RFQ NO: APC-SL-009
PART A: COVER PAGE

ISSUE DATE: June 29, 2016

CLOSING DATE: July 15, 2016, 5:00pm EST

SUBJECT: *Request for Quotations for medical equipment and accessories*

JSI Research & Training Institute, Inc. (herein referred to as “JSI”) is soliciting proposals for the provision of various medical equipment and accessories as described in this RFQ. These items are being purchased for the JSI/Advancing Partners and Communities (APC) Project, which is funded by the U.S. Agency for International Development (USAID) and is subject to all applicable Federal Financial Rules and Regulations and Provisions 2CFR200.

Please submit your most competitive proposal in accordance with the attached instructions, with all required certifications. Any award issued as a result of this RFQ will be subject to all instructions, certifications, terms and conditions, and specifications included in this RFQ. This solicitation document includes the following parts:

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This document is a request for proposals only, and in no way obligates JSI to make any award. Award(s) made subsequent to this solicitation will be subject to the terms and conditions described herein.

All questions and requests for clarification pertaining to this solicitation must be directed in writing to Xuan-Mai Hua Hurpy (xhurpy@jsi.com) by July 6, 2016 at 5:00pm EST. No questions will be accepted after this date. All correspondence must reference the above RFQ number.



BACKGROUND OF THE JSI / ADVANCING PARTNERS AND COMMUNITIES (APC) PROJECT

Advancing Partners & Communities is a United States Agency for International Development (USAID) funded project implemented by JSI Research & Training Institute, Inc. (JSI) with partner FHI 360. The project seeks to advance and support community programs in order to improve the overall health of individuals and communities and strengthen health-related indicators. Advancing Partners & Communities provides global leadership for community health systems, mobilization, and community-based programming; executes and manages small and medium-sized grants; and builds the capacity of organizations to manage and implement effective programs through direct technical assistance.

In late May 2015, **Advancing Partners & Communities** received funding from USAID's "Ebola Response and Preparedness" Funds, which were authorized by Congress in December 2014 to address the Ebola Virus Disease (EVD) outbreak in West Africa. The project officially launched in January 2016 in **Sierra Leone** after formal approval of its workplan by the Ministry of Health and Sanitation. APC Sierra Leone operates under priorities set forth by USAID's Global Health Ebola Team (GHET) in Washington, DC. The project's activities are focused on five priority districts in Sierra Leone: Western Area-Rural, Western Area-Urban, Bombali, Tonkolili, and Port Loko. The project, along with five local grantees, seeks to address the most pressing needs at the health post level, emphasizing WASH, infection prevention, RMNCH capacity building and community engagement, as outlined by the Health Sector Recovery Plan (HSRP) and in support of the Basic Package of Essential Health Services (BPEHS).

Eligible Recipients of Products

Items purchased under this contract are not for use in the United States of America. The product(s) will be donated to the public health system in Sierra Leone. These products may not be used by recipient institutions for resale to commercial institutions or in response to bids on local or international tenders.



PART B: INSTRUCTIONS

A. DEFINITIONS

Offeror: The individual or firm providing proposals for the supplies or services requested under this RFQ.

Buyer: JSI Research & Training Institute, Inc. - Herein referred to as JSI

Vendor: The individual or firm awarded the contract for the services requested under this RFQ.

B. PROPOSAL DEADLINE AND REQUIREMENTS

The Offeror shall submit a proposal addressing the terms and conditions of this RFQ by 5:00 pm EST on July 15, 2016, 5:00pm EST by email to Xuan-Mai Hua Hurpy (xhurpy@jsi.com). Attachments should be formatted to print in proper format. Any proposal received after the deadline will be considered non-responsive and may not be evaluated.

The written proposal should not be of excessive length and must contain the following information:

i) Technical Information Requirements

The technical proposal shall contain the following information:

- Detailed product description for each item quoted.
- A picture, product brochure, or catalog for each item would be preferred.
- Certifications such as CE mark, USFDA 510k, ISO 9001:2000 or ISO 13485 or ISO 13488 or EN 46001 approved by standard regulatory bodies in the country of manufacturing should be supplied when applicable.
- Availability and estimated delivery time.
- Detailed description of warranty, guaranty, and/ or any after sale services provided.
- Place of manufacture.

Note: all goods must be new and are to be “produced” in any country except Cuba, Syria, Iran and North Korea. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is significantly different in basic characteristics or in purpose or utility from its components.

ii) Cost information requirements

Suppliers must provide quotes in USD. Prices for each item quoted must be listed separately.

Each quote must include the following:

- Offered prices should be based on negotiated INCOTERMS. (Offered prices will be governed by the rules prescribed in the 2010 edition of INCOTERMS published by the International Chamber of Commerce.)

Please quote prices on the following bases:

-Ex Works

and



-DAT to the entry port in Sierra Leone (shipment by air and sea)
and

-DDP to one single location in Freetown, Sierra Leone (shipment by air and sea)

- Unit cost (Ex Works and DAT to the entry port in Sierra Leone and DDP to one single location in Freetown, Sierra Leone, by air and sea), quantity, and total cost for each type of items quoted
- Transit Insurance

Where the Incoterm defined in the above Prices Section of this RFQ requires the offeror to include transit insurance, the offeror shall provide such insurance in accordance with Article 5 Paragraph H of JSI's Standard General Contract Terms and Conditions. In particular, such insurance shall be provided on the following basis as a minimum:

- A. Institute Cargo Clauses (Air/Sea), also referred to as "All Risks", Institute War Clauses (Air/Sea Cargo) and Institute Strikes Clauses (Air/Sea Cargo)
- B. Warehouse to warehouse, unless the Incoterms in this RFQ indicate otherwise
- C. Coverage shall be 110% of the delivered price of the Contract
- D. Please provide details of any deductibles applicable

In the event of a contract the offeror will be required to provide a Certificate of Insurance evidencing the terms of the cover provided.

- Insurance, shipping and handling cost for delivery to one central point in Freetown, Sierra Leone (DDP incoterms) and to the entry port in Sierra Leone (DAT incoterms).

- Exclusive of VAT
- Quote price validity period (minimum of 90 days).

iii) Other

A set of relevant attachments to the proposal which further document or explain the Supplier's approach and qualification, e.g.:

- Past Performance references from three previous customers, preferably international NGOs, for supply of similar goods as included in this RFQ. Contact details should be included.
- Past Performance in shipping goods to Sierra Leone.
- Completed and signed certifications regarding debarment and terrorism financing (Part D).
- Completed JSI Vendor Profile and Certification Forms.

Offerors who are a small business are particularly encouraged to respond to this RFQ, including businesses classified as small, disadvantaged, women-owned, and/or HUB Zone. All offerors are required to indicate their status as a part of their proposal. The form and instructions for use are attached as a part of this proposal

JSI RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THE REQUEST, TO ALTER THE SELECTION PROCESS IN ANY WAY, TO ASK FOR ADDITIONAL INFORMATION FROM OFFERORS, TO REJECT ANY AND ALL PROPOSALS AND/OR TO



MODIFY OR AMEND THE SCOPE OF THE PROPOSALS SUBMITTED. THE RELEASE OF THIS RFQ IS NOT A COMMITMENT TO AWARD A CONTRACT.

Each Offeror acknowledges and agrees that the preparation of all materials for submission to JSI and all presentations made by the Offeror are at the Offeror's sole cost and expense, and JSI shall not, under any circumstances, be responsible for any cost or expense incurred by an Offeror. All documentation and/or materials submitted with a proposal shall become and remain the property of JSI.

C. AWARD

i. Evaluation of Offers

Offers will be evaluated based on the following criteria:

- Overall responsiveness
- Conformance to all instructions
- Conformance to product specifications
- Product price
- Timeliness of deliveries
- Financial Capacity and Certification of legal business entity in country of operation
- Past Performance

In evaluating offers, JSI will use a best-value approach, and a three-stage evaluation procedure. All offers will be evaluated first on the technical criteria, second on past experience and performance, and third on the offered price. Eligibility for award will be determined on successfully completing all three stages.

· The first evaluation stage, an Offeror has to satisfy the eligibility requirements in the RFQ, and provide all documents requested in this RFQ in order to proceed to the next stage of the evaluation process. JSI will reject any proposal that does not meet eligibility, or that is (1) is not responsive to the terms and conditions, (2) is not signed, (3) is incomplete.

· The second evaluation stage focuses past experience and performance.

· The third evaluation stage is a review of the offered price.

ii. Contract Type

JSI anticipates issuing one or more contract(s) on a Fixed Quantity, Fixed Price basis as per JSI's Standard General Contract Terms and Conditions.

1. Price Guarantee

Prices are governed by the provisions of Article 6 of JSI's Standard General Contract Terms and Conditions.

2. Inspection and Acceptance



Offeror shall only deliver and offer for acceptance those goods that strictly conform to contracted requirements. JSI reserves the right to inspect or test any goods that have been offered for acceptance.

3. Invoicing and Payment

Payment will be made according to Article 7 of JSI's Standard General Contract Terms and Conditions. Invoices and associated proof of delivery (POD) should be addressed to:

John Snow, Inc. (JSI)

Attn: Advancing Partner & Communities

Attn: Xuan-Mai Hua Hurpy – Jeff Sanderson

1616 N. Ft. Myer Drive, 16th Floor

Arlington, Virginia 22209

USA

Invoices and associated POD copies are required to be sent by electronic means to: Xuan-Mai Hua Hurpy (xhurpy@jsi.com) and Jeff Sanderson (jeff_sanderson@jsi.com)

Please be advised that under a Fixed Quantity, Fixed Price Contract the products must be delivered within the quoted total price. Any expenses incurred in excess of the agreed upon amount in the purchase order will be the responsibility of the Vendor and not that of JSI. Therefore, the Offeror is duly advised to provide its most competitive and realistic cost proposal to cover all foreseeable expenses related to supply of the requested items.

D. TERMS OF AWARD

This document is a request for proposals only, and in no way obligates JSI or its donor to make any award. The award made subsequent to this solicitation will be subject to the terms and conditions described herein.

E. PAYMENT TERMS

Payment to the Vendor shall be made on the following basis:

- The Vendor will submit an invoice for payment stating the Purchase Order number and JSI project name
- In case the Vendor is responsible for delivering the items to a specific location, a Proof of Delivery (POD) will be submitted to JSI
- The Vendor will be paid an amount as stated on the Purchase Order upon receipt and acceptance of the services in compliance with the product specifications set forth in the Purchase Order.
- Should the Vendor require payment along other terms and conditions, these will need to be negotiated with JSI prior to final award and issuance of the Contract.
- JSI payment cycle is net 30 days upon receipt and approval of Vendor invoice.

F. DELIVERY TERMS

All items must be delivered within the quoted timeframe at the following address:



-one single location in Freetown, Sierra Leone, under the DDP incoterms

Or

-to the entry port in Sierra Leone, for the Project to take custody of the goods and ensure custom clearance, under the DAT incoterms

G. OFFER VALIDITY

The Offeror's technical and cost proposals must remain valid for not less than 90 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the Offeror to its provisions.

H. FINANCIAL RESPONSIBILITY

Offerors must certify in the proposal submitted to the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined in the requirements. JSI reserves the right to request and review the latest financial statements and audit reports of the anticipated Vendor as part of the basis of the award.

I. NEGOTIATIONS

The Offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of these proposals. However, JSI reserves the right to request responses to additional technical, management and cost questions which would help in decision making. JSI also reserves the right to invite a selection of Offerors to hold a presentation at the JSI office and to conduct negotiations on technical, management, or cost issues prior to the award of a contract. In the event that an agreement cannot be reached with a selected Vendor, JSI reserves the right to enter into negotiations with alternate Offerors for the purpose of making the award.

J. REJECTION OF PROPOSALS

JSI reserves the right to reject any and all proposals received or to negotiate separately with any and all competing Offerors. Offerors whose proposals are not selected will be notified in writing.

K. INCURRING COSTS

JSI is not liable for any cost incurred by Offerors during preparation, submission, or negotiation of an award for this RFQ. The costs are solely the responsibility of the Offeror.

L. CANCELLATION

JSI may cancel this RFQ without any cost or obligation at any time until issuance of the award.

M. REPRESENTATIONS AND CERTIFICATIONS

The proposal shall be accompanied by any requested representations or certifications signed by an authorized official of the Offeror.

PART C: PRODUCT SPECIFICATIONS

JSI is soliciting quotations to supply the following items. Offerors are free to compete for all or part of the items listed below. (see also electronic attachment to the RFQ)
All goods offered must be suitable for use in Sierra Leone.

| technical specs | quantity | picture (as guidance only) |
|---|----------|---|
| <p>mechanical portable capacity: 0 to 130kg graduation: maximum of 500g approx.size: 30*30*5cm (L*W*H) bathroom type if applicable CE mark, USFDA 510k, ISO 9001:2000 or ISO 13485 or ISO 13488 or EN 46001 approved by standard regulatory bodies in the country of manufacturing should be supplied when applicable</p> <p>2-Bed pan</p> | 180 |  |
| <p>polypropylene adult size with handle with lid if applicable CE mark, USFDA 510k, ISO 9001:2000 or ISO 13485 or ISO 13488 or EN 46001 approved by standard regulatory bodies in the country of manufacturing should be supplied when applicable</p> <p>3-Solar rechargeable lamp</p> | 210 |  |
| <p>Minimum of 240 Lumens LED bulb hours of light: minimum 12 hours after recharging during previous day sturdy and durable approx.size: 15-20cm x 8.5 cm product weight: approx. 300g Source for charging: Solar panel if applicable CE mark, USFDA 510k, ISO 9001:2000 or ISO 13485 or ISO 13488 or EN 46001 approved by standard regulatory bodies in the country of manufacturing should be supplied when applicable</p> <p>4-Baby/child wall-mounted stadiometer</p> | 300 |  |
| <p>Full length (floor to top) measuring range: approx. 10-99cm graduation: 5mm measuring in inches and centimeters if applicable CE mark, USFDA 510k, ISO 9001:2000 or ISO 13485 or ISO 13488 or EN 46001 approved by standard regulatory bodies in the country of manufacturing should be supplied when applicable</p> <p>5-Baby mucus extractor/metal bulb</p> | 100 |  |
| <p>mucus suction device reusable to remove mucus from newborns transparent silicone easy to open and close easy to clean and disinfect ergonomic and easy grip</p> | 270 |  |



PACKAGING AND MARKING

1. Packaging, packing and marking shall be similar or equal to the Offeror's normal and standard commercial packing.
2. Each product must be labeled in English.
3. Packaging:
 - Products must be packed in a corrugated cardboard box (plus Waterproof) and have a handle to ease the transportation and handling.
 - Products must be packed in accordance with the IATA regulations.
 - Bulk packaging: waterproof packages are preferred, but stitched-closed LDPE (low-density-polyethylene) bags will be accepted.
 - Pallets must be shrink-wrapped and ready for dispatch to each of the delivery locations.
4. The USAID logo shown below must be on the three adjacent -sides of the tertiary packaging (outer shipping unit).

<http://www.usaid.gov/branding/>

USAID LOGO





PART D: ATTACHMENTS TO THE RFQ

**The following Representations and Certifications are required to be submitted with your quotation.
Non adherence to these requirements may result in disqualification.**



ATTACHMENT 1

Technical Specifications of the requested products:
see electronic document APC_SL_009_RFQ_specs_final

ATTACHMENT 2



Business Profile and Certification Form

| | |
|--|--|
| Section to be completed by JSI Staff & e-mailed to Vendor: JSI Staff Name: _____ Ext: _____ Vendor Name: _____ Select where Vendor returns form: <input type="checkbox"/> JSI 44 Farnsworth St., Boston, MA 02210, Attn: Controller Or E-Mail: Controller@jsi.com <input type="checkbox"/> JSI 1616 N. Fort Myer Dr., 16 th Fl, Arlington, VA 22209, Attn: Acctg. Dept. Manager Or E-Mail: Controller@jsi.com | Select Company: <input type="checkbox"/> JSI Research & Training Institute, Inc. <input type="checkbox"/> John Snow, Inc. |
|--|--|

Instructions to Vendor: Complete section A to F and return by mail to address above or scan and E-Mail to: Controller@jsi.com

A. TAX REPORTING NAME: _____

| | | | |
|-----------------------|--|------------|--|
| Street Address | | | |
| City, State, Zip Code | | | |
| Telephone Number | | Fax Number | |
| Email | | | |

B. BUSINESS SIZE (SELECT ONE)

- Large Business
 Small Business SBA Small Business Certified (Attach copy of Certificate)

C. BUSINESS CLASSIFICATION (Check all that apply)

- Alaskan Native corporations (ANC) and Indian Tribes (Attach copy of Certificate)
 Historically Black College or University / Minority Institution (Attach copy of Certificate)
 HUB Zone (Attach copy of Certificate)
 Service-disabled Veteran-Owned (SDVOBE) (Attach copy of Certificate)
 Disadvantaged Business - Include Minority-Owned (MOBE) (Attach copy of Certificate)
 Veteran-Owned (VO) (Attach copy of Certificate)
 Woman-Owned (WBE) (Attach copy of Certificate)
 Minority and Woman-Owned Business Enterprise (MWBE) (Attach copy of Certificate)



D. TYPE OF LEGAL ENTITY (Check all that apply)

| | | |
|--|--|--|
| <input type="checkbox"/> U.S. Corporation | <input type="checkbox"/> U.S. Individual/Sole Proprietor | <input type="checkbox"/> U.S. Partnership |
| <input type="checkbox"/> U.S. Not-for-Profit | <input type="checkbox"/> U.S. Government Agency | <input type="checkbox"/> Foreign Owned/Based |
| | | <input type="checkbox"/> Other: _____ |

E. FEDERAL TAX IDENTIFICATION NUMBER Provide applicable Employer ID or Social Security Number, as appropriate. (In lieu of a W-9):

Employer Identification Number: - - - - - **OR** Social Security Number (for U.S. Individual or Sole Proprietor): - - - - -

DUNS # (9 digits) **(Required)** - - - - -

F. VENDOR CERTIFICATION

By signing below, I certify that: 1) The information presented on this form is complete and accurate, and 2) The individual/company is not subject to backup withholding because it a) is exempt from backup withholdings or b) has not been notified by the IRS that it is subject to backup withholding as a result of failure to report all interest or dividends or c) has been notified by the IRS that it is no longer subject to backup withholding.

Vendor Print Document and Sign – Return by mail to address above or scan and E-Mail: Controller@jsi.com Date _____

Printed Name of Signatory: _____

2016



BUSINESS CLASSIFICATIONS

LARGE BUSINESS:

What is a large business according to the U.S. Government?

A large business is a business concern that does not comply with all components of the definition of a small business as defined by the Small Business Act of 1953.

SMALL BUSINESS:

How does the Small Business Act of 1953 define a small business?

The Small Business Act defines a small business according to the following criteria:

- 1) is independently owned and operated
- 2) is not dominant in its field of operation
- 3) qualifies based on a Small Business Administration (SBA) “Size Standard” for its industry, stated in terms of either average annual receipts or number of employees.

How do I determine whether a business fits within the industry SBA Size Standard?

A business fits within an industry size standard if the value of its average annual receipts or number of employees is equal to or less than the SBA standard for that industry.

The SBA has assigned a size standard to every industry classification provided in the NAICS¹ (North American Industry Classification System). (All industries operating in the US, Canada, and Mexico are classified within this system.) Industry size standards are published in the U.S. Government Federal Code of Regulations, Title 13, Section 121 (13 CFR 121), or can be accessed via the internet at www.sbaonline.sba.gov.

1 NAICS is the North American Industry Classification System. It replaced the Standard Industrial Classification (SIC) on January 1, 1997. Federal Government agencies that collect establishment statistics are required to use NAICS instead of SIC as of October 1st, 2000.

2 Refer to Title 13 of the Code of Federal Regulations, Part 126 (13 CFR 126) for full information regarding HUB Zone classification, and certification requirements.

Size standards for industry classifications are reviewed every five years, to keep up with the changing economy.

What is the SBA’s calculation for average annual receipts?

Gross receipts are averaged over a firm’s latest three completed fiscal years to determine its average annual receipts. “Receipts” means the firm’s gross or total income, plus cost of goods sold, as defined by, or reported on, the Federal Tax Return. If the business has not been in business for 3 completed years then the formula is the average weekly revenue for the period the firm has been in business multiplied by 52 to determine its average annual receipts.

¹ NAICS is the North American Industry Classification System. It replaced the Standard Industrial Classification (SIC) on January 1, 1997. Federal Government agencies that collect establishment statistics are required to use NAICS instead of SIC as of October 1st, 2000.



What is the SBA's calculation for determining number of employees?

The number of employees of a firm is the average number of persons employed for each pay period over the firm's latest 12 months (including part time, temporary employees, or anyone that was under payroll).

SPECIFIC SMALL BUSINESS CLASSIFICATIONS: HUB Zone Small Business, Service-disabled Veteran-owned Small Business, Small, Small Disadvantaged Business, Veteran-owned Small Business, Women-owned Small Business

How does a business qualify as a HUB Zone Small Business ²?

A business qualifies as a HUB Zone Small Business if:

- it has met the requirements for and been certified by, or has a certification application pending with, the Small Business Administration as qualified for federal contracting under the HUB Zone program and the business appears on the SBA's list of HBU Zone small business concerns

How does a business qualify as a Service-disabled Veteran-owned Small Business³?

A business qualifies as a Service-disabled Veteran-owned Small Business if:

- it is at least 51% owned by one or more service-disabled veterans or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more service-disabled veterans
- its management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with a permanent and severe disability, the spouse or permanent caregiver of such veteran
- it fits the definition of Small Business according to the SBA, as described above

How does a business qualify as a Small Business?

A business classifies as a small business if:

- it fits the definition of Small Business according to the SBA, as described above

How does a business qualify as a Small Disadvantaged Business⁴?

A business qualifies as a Disadvantaged Small Business if:

- it has met the requirements for and been certified by, or has a certification application pending with, the Small Business Administration as qualified for federal contracting as a Small Disadvantaged Business and no material change in disadvantaged ownership and control has occurred since the certification was awarded

How does a business qualify as a Veteran-owned Small Business⁵?

² Refer to Title 13 of the Code of Federal Regulations, Part 126 (13 CFR 126) for full information regarding HUB Zone classification, and certification requirements.

³ Refer to the Federal Acquisition Regulations, Part 19, (FAR 19) for more information regarding Service-Disabled Veteran-owned Small Business classification, and certification requirements.

⁴ Refer to Title 13 of the Code of Federal Regulations, Part 124 (13 CFR 124) for full information regarding Small Disadvantaged Business classification, and certification requirements.

⁵ Refer to the Federal Acquisition Regulations, Part 19, (FAR 19) for more information regarding Veteran-owned Small Business classification, and certification requirements.



A business qualifies as a Veteran-owned Small Business if:

- it is at least 51% owned by one or more veterans or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more veterans
- its management and daily business operations are controlled by one or more veterans
- it fits the definition of Small Business according to the SBA, as described above

How does a business qualify as a Women-owned Small Business⁶?

A business qualifies as a woman-owned small business if:

- it is at least 51% owned by one or more women; or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women
- its management and daily business operations are controlled by one or more women
- it fits the definition of Small Business according to the SBA, as described above

OTHER BUSINESS CLASSIFICATIONS: Historically Black College or University, Minority Institution

What is the definition of a Historically Black College or University⁷

A Historically Black College or University is an institution determined by the [U.S.] Secretary of Education to meet the requirements of 34 CFR 608.2.

What is the definition of a Minority Institution?

A Minority Institution is an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a).

⁶ Refer to the Federal Acquisition Regulations, Part 19 (FAR 19) for additional information regarding Women-owned Small Business classification, and certification requirements

⁷ Refer to the Federal Acquisition Regulations, Part 26 (FAR 26) for additional information regarding Historically Black Colleges and Universities



ATTACHMENT 3

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Acquisition) (June 2010)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(I) Except as provided in (b)(2) and (b)(3), by its signature of this contract or subcontract for HIV / AIDS activities, a non-governmental organization or public international organization awardee/sub awardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children. [1 0]

10 The following footnote should only be included in awards to Alliance for Open Society International (AOSI), Pathfinder, or a member of GHC or InterAction (with the exception of DKT International, Inc.):

(b)(2) The following organizations are exempt from (b)(I): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency. (b)(3) Contractors and subcontractors are exempt from (b)(I) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(I) are contractors and subcontractors that implement HIV / AIDS programs under this contract or subcontract by: (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or (iii) providing the types of services listed in FAR 37 .203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.



"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The contractor shall insert this provision in all subcontracts.

(e) Any violation of this provision will result in the immediate termination of this award by USAID.

(f) This provision does not affect the applicability of FAR 52.222-50 to this contract.

The Offeror (below named organization or firm) certifies that it has () has not () instituted a policy explicitly opposing prostitution and sex trafficking as required under this Request for Proposal and any possible subsequent subcontract.

Offeror: _____

Authorized Signatory: _____

Print Signatory Name: _____

Title: _____

Date: _____



ATTACHMENT 4

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)

In accordance with 2CFR200, CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010) the subcontractor ___ has ___ does not have current active Federal contracts and grants with total value greater than \$5,000,000. The subcontractor ___ is ___ is not a small business. The duration of the subcontract is ___ is not ___ less than 120 days. The subcontractor has ___ does not have ___ a Code of Business Ethics which has been provided to employees. The subcontractor is ___ is not ___ exempt from the Code of Business Ethics. In accordance with the subcontractor's Code of Business Ethics the contractor has ___ does not have ___ a Business Ethics Awareness and Compliance Program that encourages and otherwise promotes a culture of ethical conduct and commitment to comply with the law and an internal control system that prevents and detects criminal conduct. In accordance with the Business Ethics Awareness and Compliance Program the subcontractor does ___ does not ___ provide effective training to employees in this area.

The subcontractor shall disclose, in writing, to the prime contractor and the agency office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the subcontractor has committed a violation of Federal Criminal law involving fraud, conflict of interest, bribery, or gratuity violations in Title 18 of the US Code or a violation of the civil False Claims Act.

Signature

Printed Name

Company Name

Date





ATTACHMENT 5

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

- (a) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (b) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (F APIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in-
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in F APIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Signature

Printed Name



Company Name

Date



ATTACHMENT 6

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RF, the selected vendor is required to certify to the following mandatory clause:

52.223.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

By signing this offer, the offeror certifies that:

- 1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986, (EPCRA) and requirement section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of EPA; or
- 2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (check each block that is applicable)
- 3) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- 4) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- 5) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification from has been filed with EPA);
- 6) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094,
 - (B) Major group code 12 (except 1241)
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (41 U.S.C 6921 et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The Facility is not located in the United States or its outlying areas.

Signature

Printed Name

Organization and Date



ATTACHMENT 7

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

Please complete OMB Standard Form LLL which is attached and the certification below:

The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to who payments of reasonable compensation were made.

Signature

Printed Name

Company

Date



ATTACHMENT 8

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

This is ___ is not ___ a commercial subcontract. This subcontract is ___ is not ___ for the procurement of off-the-shelf items. The total price of the subcontract is ___ is not ___ greater \$30,000.

The subcontractor or its principals have ___ or have not ___ been debarred, suspended, or proposed for debarment.

Signature

Printed Name

Company Name

Date



20. INDEPENDENT CONTRACTOR

The relationship between the Parties pursuant to the Contract is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.

21. GOVERNING LAWS, REGULATIONS, AND LANGUAGE

A. Vendor shall, in performing its obligations pursuant to the Contract, comply with all applicable statutes, rules, regulations, and executive orders of the Government (including without limitation 2 CFR §200 and 2 CFR §700) as well as all other applicable laws and regulations.

B. The Contract, its making and performance, and the circumstances surrounding all of the foregoing, shall be interpreted in accordance with the laws of the State of Massachusetts in the U.S.A., without regard to its conflicts of law principles.

C. The language governing the Contract, its interpretation, notices, disputes, and any related communications, shall be English.

22. GOVERNMENT-REQUIRED CERTIFICATIONS

Vendor shall furnish to Buyer any certification required by any applicable law, or applicable USAID regulation or policy, in effect on the date the Contract is issued or thereafter enacted. As used in this Article, the word "certification" shall include, but not be limited to, any plan or course of action or record keeping function, representation or document of similar tenor.



23. PROBITY

A. Vendor shall strictly ensure that Vendor and its officers, directors, employees, agents, representatives, consultants and subcontractors avoid—

- [1] any action in violation of (or that might reasonably be considered to be in violation of) U.S. Government or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and
- [2] any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of Buyer or Vendor) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution or administration), to the actual or potential detriment of Buyer, the Government, or the Cooperating Countries.

B. If an issue should arise concerning compliance with this Article, Vendor shall immediately provide Buyer with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Vendor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by Buyer as a material breach of the Contract. Vendor shall indemnify and hold Buyer harmless for any costs, delays, losses, damages or other liabilities (including, but not limited to, reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with Government investigations) incurred by Buyer as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

24. INDEMNITIES

A. Vendor shall indemnify and hold harmless Buyer (including its officers, directors, employees and agents) and the Government from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including without limitation any loss of use, and any product liability or similar claim, in or under the laws of any of the Cooperating Countries or other applicable law)



arising out of, resulting from or connected in any way with the performance of the Contract by Vendor or Vendor's employees, the Manufacturer (if different from Vendor), other sub-vendors and subcontractors, or their respective officers, directors, employees and agents; provided, that the Goods are used and stored in a manner consistent with any manufacturer recommendations specifically noted by Vendor in its offer and expressly incorporated by Buyer into the Contract.

B. Vendor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive the cancellation, expiration or termination of the Contract.

C. Vendor shall indemnify Buyer (including its officers, directors, employees and agents) and the Government) against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any U.S. or foreign patent, trademark, or copyright, arising out of the performance of the Contract; provided that Vendor is reasonably notified of such claims and proceedings.

D. Buyer shall give Vendor prompt written notice of—

[1] any claim by a third party, or

[2] any action or proceeding (including without limitation any Government investigation or inquiry)

potentially involving one of the indemnities set forth above. Upon receipt of such notice, Vendor shall promptly assume the defense thereof, including the employment of counsel reasonably satisfactory to Buyer, and shall be solely responsible for the payment of all fees and expenses incurred in connection with such defense. Notwithstanding the foregoing, Vendor shall not, without Buyer's approval, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff a release, in form and substance satisfactory to Buyer, from all liability with respect to such claim or litigation.

25. RELEASE OF INFORMATION



Any Vendor news release, public announcement, advertisement or publicity concerning the Contract or the USAID Contract will be subject to prior written approval of Buyer. Vendor shall not disclose any information relating to the Contract to any person not authorized by Buyer or the Government to receive it.

26. NOTICE OF DELAY OR IMPEDIMENT

Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Vendor's timely and successful performance under the Contract, Vendor shall promptly give notice thereof, including all relevant information with respect thereto, to Buyer.

27. RETURN UPON COMPLETION

Upon completion of performance of the Contract, on request, Vendor shall promptly return to Buyer all Specifications, plans, drawings, patterns or samples - - and all copies of any of the foregoing. All of the items referred to in the preceding sentence shall be and remain, at all times, Buyer's sole property.

28. DEFINITIONS OF TERMS

When used in the Contract, the following terms, whether or not capitalized, shall have the meanings indicated:

- [1] Amendment means a writing signed by the Parties, designated as an "Amendment" and sequentially numbered, modifying the provisions of the Contract;
- [2] Associated Services means Services that are not separately priced in the Contract, but rather are deemed to be included in the Prices of the Goods with which they are associated;



- [3] Buyer means JSI Research & Training Institute, Inc. (JSI), acting on behalf of USAID;
- [4] Buyer's Procurement Representative means the individual natural person, designated as such by Buyer with written notice to Vendor;
- [5] Contract means all the documents listed in Article 2 of the Contract Form, as amended from time to time.
- [6] Cooperating Country means the country or countries in which Goods will be distributed and/or Services provided, as listed in the Contract Form;
- [7] Delivery means goods delivered in accordance with the applicable term as defined by Incoterms 2000, as modified by the Contract.
- [8] Goods means all items (including, but not limited to, supplies, equipment, parts, materials), together with all Associated Services that are not separately priced on the Contract, described in the Contract and strictly conforming in all respects to the requirements of such Contract;
- [9] Government means the U.S. Government (unless otherwise stated, represented by the U.S. Agency for International Development), acting in its contractual capacity;
- [10] Order Form means a Purchase Order, an Order Form for a Firm Fixed Price Contract, or a Delivery Order;
- [11] Party means either Buyer or Vendor individually (collectively, the "Parties");
- [12] Pharmaceutical means any substance intended for use in the diagnosis, cure, mitigation, treatment or prevention of diseases in humans or animals; any substances (other than food) intended to affect the structure or any function of the body of humans or animals; and, any substance intended for use as a component in the above. The term includes drugs, vitamins, oral rehydration salts, biologicals, and some in-vitro diagnostic reagent/test kits; but does not include devices or their components, parts, or accessories;
- [13] Price, except as may otherwise be specifically stated, means the Total Contract Price stated on the Order Form (covering all Goods described on the Order Form, all Associated Services necessary to perform Vendor's obligations pursuant to the Contract, and any Related Services, together with the prices of all Goods included in any option exercised pursuant to Article 11;
- [14] Related Services means services (if any) specifically described and priced separately from the Goods as a Line Item on the Order Form;
- [15] Unit Price means the price indicated in the Order Form covering, as applicable, [a] each item of the Goods, along with any Associated Services, or [b] Related Services;
- [16] USAID means the U.S. Agency for International Development;
- [17] USAID Contract means the Cooperative Agreement between USAID and Buyer (as modified from time to time); and
- [18] Vendor means the legal entity to which the Contract is issued.



29. OFFSETS

A. At any time, or from time to time, Buyer reserves the right to deduct, or cause to be deducted, from any payment(s) otherwise due to Vendor, whether in connection with the Contract or any other agreement, all or any part of any amount that Buyer determines is owed to Buyer by Vendor.

B. Buyer will use this authority cautiously and fairly, providing advance written notice and an opportunity to comment whenever doing so is deemed practicable in Buyer's sole discretion. If prior notice is deemed impracticable, Buyer will give notice subsequently.

30. NON-WAIVER

Buyer's failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition or the future exercise of such right.

31. SEVERABILITY

If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if the Contract had been executed with the affected provision eliminated.

32. SURVIVAL OF PROVISIONS



In addition to the rights and obligations which survive as expressly provided for elsewhere in the Contract, the other provisions which by their nature should survive shall survive and continue after any termination or cancellation of the Contract.

33. ASSIGNMENT

Vendor shall not assign or transfer, in whole or in part, any of its rights or duties under the Contract, or any of the monies due or to become due hereunder, without Buyer's prior written consent. Any assignment or transfer entered into by Vendor without such consent shall be null and void as against Buyer unless thereafter ratified by Buyer in writing.

34. LIMITATION ON DAMAGES

If a claim for damages or a right to any other form of relief, based on contract, indemnity, negligence or otherwise should arise in connection with the Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

35. EXCLUSIVE AGREEMENT

The Contract is the exclusive agreement between Buyer and Vendor pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding on Buyer

36. VENDORS WHO ARE NOT THE MANUFACTURERS OF THE GOODS



Vendors who are not also the Manufacturers of the Goods being supplied shall fully comply with the requirements of the Contract themselves. In addition, they shall also be responsible for requiring the actual Manufacturers to comply with the extent specified in the Contract or otherwise as necessary to ensure Vendors' own compliance.

37. ACCESS TO RECORDS

Buyer, USAID, The Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any of Vendor's directly pertinent records involving transactions related to the Contract. Vendor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit or reproduction, until three (3) years after final payment under the Contract (or, if the Contract is terminated in whole or in part, for three (3) years after any resulting final termination settlement). Records relating to disputes shall be made available until such disputes are finally resolved. As used in this paragraph, "records" includes books, documents, accounting procedures and practices, and other data, regardless of form. This does not require Vendor to create or maintain any record that Vendor does not maintain in the ordinary course of business or pursuant to a provision of law.

38. NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, the Agency strongly encourages its recipients and their sub recipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

39. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)



i. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

ii. Ineligible and Restricted Commodities and Services:

- (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
- (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.
- (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.

iii. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see:<http://www.usaid.gov/ads/policy/300/310>.

iv. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.



- v. This provision must be included in all sub awards and contracts which include procurement of commodities or services.

40. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

The Vendor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

41. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

i. The Vendor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

ii. This provision must be included in all sub awards and contracts issued under this award.

42. OCEAN SHIPMENT OF GOODS (JUNE 2012)

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,

Bureau for Management



Office of Acquisition and Assistance, Transportation Division

1300 Pennsylvania Avenue, NW

Washington, DC 20523

Email: oceantransportation@usaid.gov

b. This provision must be included in all sub awards and contracts.

43. TRAFFICKING IN PERSONS (JULY 2015)

- a. The recipient, sub awardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award;
 - (3) Use of forced labor in the performance of this award;
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i) Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv) Charging employees recruitment fees ; or
 - v) Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).



- c. For awards that exceed an estimated value of \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities to be performed. The plan must include, at a minimum, the following:
 - (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient or any sub awardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or sub awardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or sub awardee or sub awardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information from any source that alleges that the recipient, contractor, sub awardee, or agent has engaged in any of the prohibited activities identified in this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any sub recipient.
- h. The recipient must include in all sub awards and contracts a provision prohibiting the conduct described in a(1)-(9) by the sub recipient, contractor or any of their employees.

44. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and sub awards (including subcontracts) issued beginning July 1, 2013.



The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any sub award or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

45. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.



b. Requirements for Voluntary Family Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no sub award or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9)



- i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.
- ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
- iii) The recipient must provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as



a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and, (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

e. The recipient must insert this provision in all subsequent sub awards and contracts involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

46. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled “USAID HIV/STI Prevention and Condoms”. This fact sheet may be accessed at: <http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>.

The prime recipient must flow this provision down in all sub awards, procurement contracts, or subcontracts for HIV/AIDS activities.

47. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.



(b)(1) Except as provided in (b)(2), by accepting this award or any sub award, a non-governmental organization or public international organization awardee/sub awardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):

(i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(ii) U.S. non-governmental organization recipients/sub recipients and contractors/subcontractors.

(iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, sub recipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any sub award, or procurement contract or subcontract by:

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country

individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision: "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The recipient must insert this provision, which is a standard provision, in all sub awards, procurement contracts or subcontracts for HIV/AIDS activities.

(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.



48. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

For Contracts of amounts in excess of \$150,000 must contain the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



APPENDIX A

SPECIAL CONTRACT TERMS AND CONDITIONS

LIQUIDATED DAMAGES FOR DELAY

Vendor acknowledges the urgent need for the Goods, as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that Buyer will suffer in the event of any delay in Vendor's performance.

In view of the foregoing, if Vendor fails

- (1) to make the Goods available for inspection and testing,
- (2) to deliver the Goods, or
- (3) to complete performance of the Related Services,

in strict compliance with the terms of the Contract, by the date(s) specified in the Order Form, the Buyer may, in addition and without prejudice to any of its other rights or remedies under the Contract (or otherwise available at law or in equity), deduct from any payment(s) due or to become due to Vendor, under or in connection with this or any other agreement between the Parties, as liquidated damages 0.5% of the total contract price for each calendar day of delay until delivery or performance is accepted up to a maximum amount of 5.0% of the total contract price. The Parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm that these amounts have been specifically negotiated and mutually agreed upon.

Once the maximum deduction has been reached, Buyer may, in addition and without prejudice to any other termination right set forth in the Contract, terminate this Contract for default without any further liability on its part (in which case Buyer may retain or collect, as applicable, the liquidated damages). In the event of timely or compliant



delivery of partial quantities, Buyer may, in its reasonable discretion, reduce the periodic or total deduction to the extent it deems appropriate.

Notwithstanding the imposition of liquidated damages in accordance with this Paragraph, Vendor shall proceed with delivery and performance of its obligations pursuant to the Contract unless otherwise instructed or approved in writing by Buyer.



APPENDIX B

SPECIAL CONTRACT TERMS AND CONDITIONS

MEDICAL EQUIPMENT

For USAID-funded projects, when purchasing US-made medical equipment, the US government Food and Drug Administration (FDA) classification will show whether an item requires FDA approval, such as an ultrasound machine. [See <http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfPCD/classification.cfm>].

The FDA stipulates certain quality standards to be met when an item is marketed in the US . If an item requires FDA approval – either a premarket approval letter for Class III equipment or a premarket notification (510(k) letter) for select Class I and II equipment – this requirement should be written into any requests for quotations/proposals so that vendors provide this certification as part of their quotation/proposal and can show they can provide the appropriate item meeting FDA quality standards. In addition, the following certification should accompany the vendor’s invoice:

“The undersigned supplier agrees and certifies that all products provided are covered by a valid FDA approval letter and/or otherwise are in compliance on the date of shipment with all applicable United States laws and regulations governing the delivery of regulated products in interstate commerce.”

For medical and laboratory equipment that are not marketed in the US and do not require FDA approval, there should be a regional comparable standard or indication of the quality expected written into solicitation requirements (e.g. CE, TUV, DGM, etc.)

In addition, the certified invoice shall be accompanied by such other documentation as may be requested by Buyer in relation to the Goods.



D. Buyer will promptly review invoices and PODs submitted to determine whether they are proper or not. Invoices determined to be proper will be paid by Buyer as specified in Article 6F. Invoices and PODs determined not to be proper due to the existence of deficiencies will be returned to Vendor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, Buyer may, at its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.

E. For shipments of pharmaceuticals, the invoice shall include batch number, expiry date and initial letters of the pharmacopoeia standard (e.g. USP, BP or EP). Also, with each invoice, Vendor shall provide a Certificate of Analysis, in a form and content acceptable to the Buyer and signed by a qualified individual associated with the Vendor or a competent independent organization, confirming the compliance of each and every batch supplied with the Contract's Specifications and regulatory authority's Standards.

F. For CPT, CIF, CIP and DDU shipments, the Air Waybill, for air shipment, or the Bill of Lading, for ocean shipment, must be clean, on-board, marked "freight paid" issued by the vessel-owning common carrier, and on a through basis (covering all intermodal and/or inland transportation, if any, to destination). The Certificate of Insurance, if the Contract calls for delivery on a CIP basis, shall provide all risk marine cargo insurance on terms no less favorable than the Institute Cargo Clause (All Risks), including war risks and strike clauses if available. The amount of coverage shall be 110% of the delivered price of the Contract. Coverage shall be from Vendor's facility in the country of manufacture to destination. Except as may be otherwise authorized by Buyer, any insurance policy shall be in favor of JSI as the insured, and any loss proceeds shall be payable in United States Dollars.

G. Payment(s) shall be made by the Buyer to Vendor in accordance with the Prices stipulated in the Contract. Invoices determined to be proper will generally be paid within thirty (30) days after receipt of the invoice, subject always to Buyer's prior receipt of funds under the USAID Contract. Notwithstanding the foregoing, Buyer accepts no responsibility for late payment resulting from Government acts or omissions. Unless otherwise specifically stated, payment shall be 100% upon delivery to and acceptance by Buyer or the Government. Buyer may request reasonable security for any advance payment(s), in a form and substance acceptable to Buyer and the Government, and with all costs thereof to be for Vendor's account.

I. If payment(s) will be made electronically, Vendor shall be solely responsible for providing Buyer with correct wiring information. All costs and risks arising out of, relating to, or resulting from such wiring shall be borne by Vendor.