



USAID Economic Security Program

Request for Proposals (RFP)

No. GES-P-G-RFP-014

Procurement of Mold for 1200 ml. Containers

Issue Date: June 21, 2021

WARNING: Prospective Offerors who have received this document from a source other than the USAID Economic Security Program (# 29 I. Chavchavadze Ave., Tbilisi 0179 Georgia, GES-P_GrantsProcurement@dai.com), should immediately contact GES-P_GrantsProcurement@dai.com and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted via email.

DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. DAI does not tolerate corruption, bribery, collusion or conflicts of interest. Any requests for payment or favors by DAI employees should be reported as soon as possible to ethics@dai.com or by visiting www.dai.ethicspoint.com. Further, any attempts by an offeror or subcontractor to offer inducements to a DAI employee to influence a decision will not be tolerated and will be grounds for disqualification, termination and possible debarment. See provision No. 9 for more details.

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1. Synopsis of the RFP

DAI, implementer of the USAID funded Economic Security Program, invites qualified vendors to submit proposals to supply and deliver Mold for 1200ml Container, as outlined below.

1. RFP No.	GESP-G-RFP-014
2. Issue Date	June 21, 2021
3. Title	Procurement of Mold for 1200ml Container
4. Issuing Office & Email/Physical Address for Submission of Proposals	USAID Economic Security Program # 29 I. Chavchavadze Ave., Tbilisi 0179 Georgia E-mail for submission: GESP_GrantsProcurementBids@dai.com
5. Deadline for Receipt of Questions	June 29, 2021 by 18:30, Georgian local time (GMT +4) to GESP_GrantsProcurement@dai.com
6. Deadline for Receipt of Proposals.	Jul 9, 2021 by 18:30, Georgian local time (GMT +4) to GESP_GrantsProcurementBids@dai.com
7. Contact Person	GESP Grants Procurement Officer Email: GESP_GrantsProcurement@dai.com
8. Anticipated Award Type	<p>The Firm Fixed Price Purchase Order. This is only the anticipated type of award and may be changed because of negotiations. Specific terms and conditions are as follows:</p> <ul style="list-style-type: none"> • Installing, commissioning of the equipment (as needed); • Provide Manufacturer Warranty, Maintenance and Spare Parts for 3 years; • QA/QC – Provide quality Assurance for technical due diligence. <p>Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order and offerors will not be reimbursed for any costs associated with the preparation of their bid.</p>
9. Basis for Award	<p>An award will be made based on the Lowest Price, Technically Acceptable Source Selection process. The award will be issued to the responsible Offeror submitting the lowest evaluated price that meets or exceeds the acceptability requirements for technical/non-cost factors described in this RFP.</p> <p>In order for Offerors to be considered technically acceptable, they</p>

	<p>must meet all of the technical acceptability requirements and business requirements as specified in this RFP. Proposals will be evaluated by committee against the acceptability requirements contained herein.</p> <p>DAI may award to an Offeror without discussions with the Offeror. Therefore, the initial offer must contain the Offeror's best price and technical terms.</p>
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Interested Offerors may obtain a full copy of the RFP which contains detailed instructions for preparation of the proposal. The RFP may be collected from the address and/or contact person above.

DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. DAI does not tolerate corruption, bribery, collusion or conflicts of interest. Any requests for payment or favors by DAI employees should be reported as soon as possible to ethics@dai.com or by visiting www.dai.ethicspoint.com. Further, any attempts by an offeror or subcontractor to offer inducements to a DAI employee to influence a decision will not be tolerated and will be grounds for disqualification, termination and possible debarment. See provision No. 18 for more details.

2. Request for Proposal - Goods

10. General Instructions to Offerors	<ul style="list-style-type: none"> The deadline for receipt of proposals will be July 9, 2021 by 18:30, Georgian local time (GMT +4) to GESP_GrantsProcurement@dai.com. Late offers will be rejected except under extraordinary circumstances at DAI's discretion. Offerors shall submit proposals including: <i>Cover Letter; Attachment A. Price Schedule; Attachment C. Detailed Technical Specifications and Attachment D. Past Performance form</i> electronically (via email) to GESP_GrantsProcurementbids@dai.com. The RFP number and title of the activity MUST be stated in the subject line of the email. Offerors shall confirm in writing that the Offeror fully understands that their proposal must be valid for a period of ninety (90) days. A cover letter shall be included with the proposal on the Offeror's company letterhead with a duly authorized signature and company stamp/seal. Offerors shall complete Attachment A: Price Schedule template; sign and date it. Offerors shall complete Attachment A: Price Schedule template EXCLUDING Value Added Tax (VAT). All services (if any) are eligible for VAT exemption under the DAI prime contract.
11. Questions Regarding the RFP	<p>Each Offeror is responsible for reading very carefully and understanding fully the terms and conditions of this RFP. All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email or in writing delivered to the Issuing Office no later than the date specified above. All questions received will be compiled and answered in writing and distributed to all interested Offerors.</p>
12. Technical Specifications and requirements for Technical Acceptability	<ol style="list-style-type: none"> Provide a detailed list of technical specifications or requirements which meets or exceeds the stated technical specifications from Attachment C. Final delivery is required <u>within 5 month period</u> from contract signing to Peikarta Street, Tbilisi, Georgia. In addition to meeting the Technical Specifications listed in Attachment C, offerors are required to meet or exceed the

	<p>significant non-cost factors listed below:</p> <ol style="list-style-type: none"> 1. Offeror must possess two (2) years of relevant in-country experience. 2. Offeror must have supplied similar goods to other customers in the last two (2) years. 3. Offeror must have documented ability to meet required delivery timelines, as demonstrated through reference letters from prior clients. 4. Offeror must demonstrate its ability to transport the goods without damage or loss.
13. Prohibited Technology	<p>Offerors MUST NOT provide any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25.</p>
14. Determination of Responsibility	<p>DAI will not enter into any type of agreement with an Offeror prior to ensuring the Offeror's responsibility. When assessing an Offeror's responsibility, the following factors are taken into consideration:</p> <ol style="list-style-type: none"> 1. Provide copies of the required business licenses to operate in the host country. 2. Evidence of a DUNS number (explained below and instructions contained in the Annex). 3. The source, origin and nationality of the services are not from a Prohibited Country (explained below). 4. Having adequate financial resources to deliver goods or the ability to obtain financial resources. 5. Ability to comply with required or proposed delivery or performance schedules. 6. Have a satisfactory past performance record. 7. Have a satisfactory record of integrity and business ethics. 8. Be qualified and eligible to perform work under applicable laws and regulations.
15. Geographic Code	<ul style="list-style-type: none"> • Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries. • Geographic Code 937: Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries", excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at:

	<p>http://www.usaid.gov/policy/ads/300/310maa.pdf and http://www.usaid.gov/policy/ads/300/310mab.pdf respectively.</p> <ul style="list-style-type: none"> • DAI must verify the source, nationality and origin, of goods and services and ensure (to the fullest extent possible) that DAI does not procure any services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI. • By submitting a proposal in response to this RFP, Offerors confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries.
16. Data Universal Numbering System (DUNS)	<p>All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30000 and above are required to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Offerors sign the self-certification statement if the Offeror claims exemption for this reason.</p> <p>For those required to obtain a DUNS number, you may request Attachment C: Instructions for Obtaining a DUNS Number.</p> <p>For those not required to obtain a DUNS number, you may request Attachment D: Self-Certification for Exemption from DUNS Requirement</p>
17. Compliance with Terms and Conditions	<p>Offerors shall be aware of the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment B.</p>
18. Anti-Corruption and Anti-Bribery Policy and Reporting Responsibilities	<p>DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. DAI does not tolerate the following acts of corruption:</p> <ul style="list-style-type: none"> • Any requests for a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by a DAI employee, Government official, or their

	<p>representatives, to influence an award or approval decision.</p> <ul style="list-style-type: none"> • Any offer of a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by an offeror or subcontractor to influence an award or approval decision. • Any fraud, such as mis-stating or withholding information to benefit the offeror or subcontractor. • Any collusion or conflicts of interest in which a DAI employee, consultant, or representative has a business or personal relationship with a principal or owner of the offeror or subcontractor that may appear to unfairly favor the offeror or subcontractor. Subcontractors must also avoid collusion or conflicts of interest in their procurements from vendors. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including possible exclusion from award. <p>These acts of corruption are not tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the offeror or subcontractor from participating in future U.S. Government business.</p> <p>Any attempted or actual corruption should be reported immediately by either the offeror, subcontractor or DAI staff to:</p> <ul style="list-style-type: none"> • Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328 • Hotline website – www.DAI.ethicspoint.com, or • Email to Ethics@DAI.com • USAID’s Office of the Inspector General Hotline at hotline@usaid.gov. <p>By signing this proposal, the offeror confirms adherence to this standard and ensures that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The offeror also acknowledges that violation of this policy may result in termination, repayment of funds disallowed by the corrupt actions and possible suspension and debarment by the U.S. Government.</p>
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3. Attachments

3.1 Attachment A: Price Schedule

Item Number	Item Name	Specifications	Quantity	Unit Price in GEL	Total Price in GEL
1.	Mold for 1200 ml container	Please see <u>Attachment C: Detailed Technical Specifications</u> below	1		
2.	<i>Transportation and setup of the equipment in Tbilisi (Peikarta Street), Georgia</i>	<i>Please provide details about transportation and setup process here</i>	1		
GRAND TOTAL IN GEL					

Delivery Date:

We, the undersigned, provide the attached proposal in accordance G-RFP No. 014 dated _____. Our attached proposal is for the total price of _____ (figure and in words)

I certify a **validity period of ninety (90) days** for the prices provided in the attached Price Schedule. Our proposal shall be binding upon us subject to the modifications resulting from any discussions.

We understand that DAI is not bound to accept any proposal it receives.

Authorized Signature:

Name and Title of Signatory:

Name of Firm

Firm Identification Code:

Address:

Telephone:

Email:

Company Seal/Stamp:

3.2 Attachment B: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
5. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
6. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information.
7. Business Size and Classification(s) – The Bidder certifies that is has accurately and completely identified its business size and classification(s) herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.
8. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
9. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
10. Labor Laws – The Bidder certifies that it is in compliance with all labor laws.
11. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.

12. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

3.3 Attachment C: Detailed Technical Specifications


DAI is looking for a locally or internationally registered legal entity (vendor) compliant with Geographic codes mentioned above to provide a Molds for Containers for the USAID Economic Security Program’s potential grantee, which will meet the MINIMUM specifications given below.

Item #1. Mold for 1200 ml container

Minimum Technical specifications for Mold for 1200 ml container		Offered Technical Specifications (Fill in this section)
Manufacturing country	Any (Please specify)	
Manufactured Year	No earlier than 2020 (Items must be new. Refurbished or used equipment will not be considered)	
Mold	1200 ml container mold	
Cavity number	2	
Runner/HRS	YUDO/HRS manifold + 2 points valve gate (each cavity one	

	point)	
Mold materials (Mold Base)	<ul style="list-style-type: none"> • Mold Base 1,2312 • core cavity steels 1,2343 ESR (50-52 Hrc) • Sliders 1,2344 Bottom Steel insert Mold max • Cavity insert mold max 	
Estimated Cycle Time	At most 8- 10 sec	
Estimated machine size (the mold will be installed on injection molding machine)	300 ton (please confirm compatibility)	
Warrantee on Mold life	Minimum 1,000,000 cycles	
Estimated finish product weight (1Pc)	Maximum 36 grams	
Delivery to Peikarta Street, Tbilisi, Georgia	Not to exceed 5 months from contract signing	
Equipment Set up (if applicable)	Not to exceed 20 working days	

Item 1. Additional Information

Additional information about the offered item		
No	Question	Answer (fill in this section)
1.	Make, Model Title (PLEASE ATTACH PHOTOS)	
2.	Delivery time after purchase	_____ calendar days/months
3.	Manufacturer experience Minimum 3 years.	_____ years;
4.	Length of warranty (PLEASE ATTACH WARRANTY TERMS, minimum 1,000,000 cycles)	_____ years and/or _____ cycles
5.	Locations (city, address) of certified service center(s) for after-sales service, including warranty repair (PLEASE ATTACH AFTER SALES-SERVICE TERMS)	
6.	Spare parts included (if yes, list them)	
7.	End product picture, please note that the mold should only include mold for container (no handle or cap included)	

Projects should have been undertaken in the past two years. Projects undertaken in the past six years may be taken into consideration at the discretion of the evaluation committee.

[illegible]

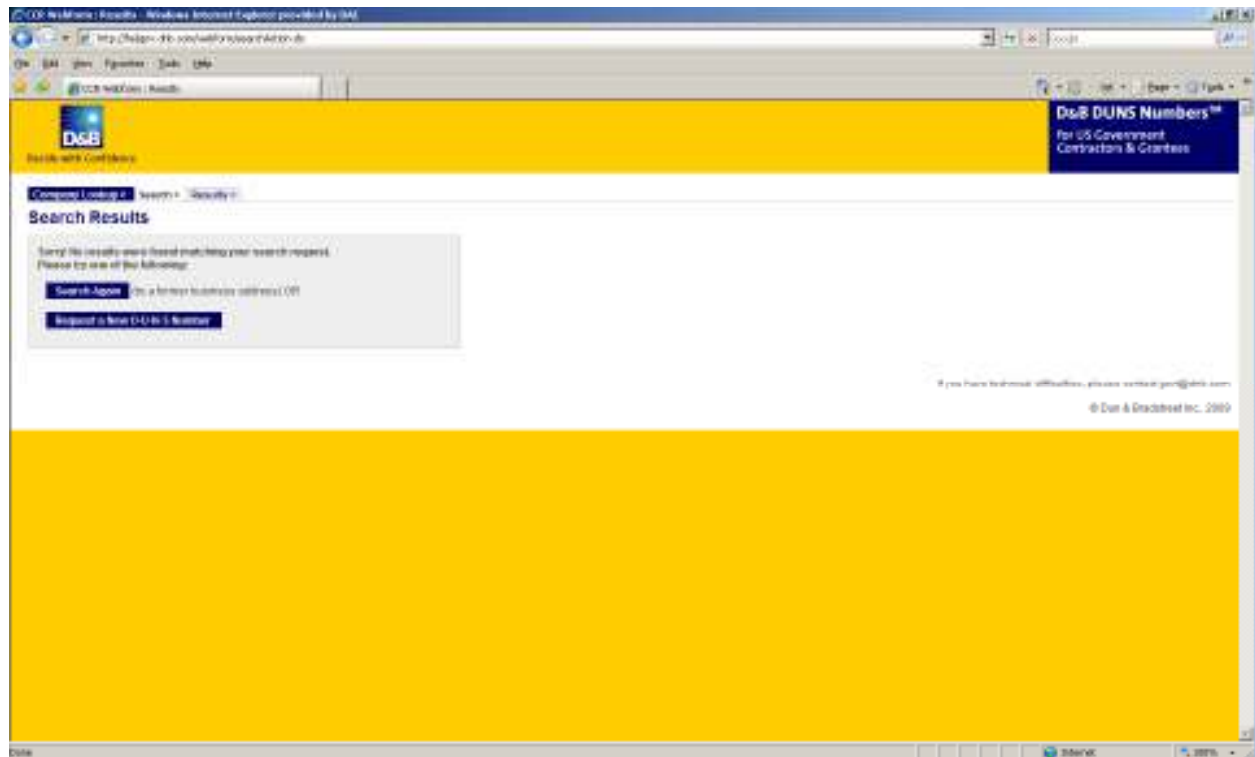
3.5 *Attachment E: Instructions for Obtaining a DUNS Number - DAI'S Vendors, Subcontractors*

1. Log on to the D&B (Dun & Bradstreet) DUNS registration website to begin the process of obtaining a DUNS number free of charge.

<http://fedgov.dnb.com/webform/index.jsp>

Please note there is a bar on the left for Frequently Asked Questions as well as emails and telephone numbers for persons at Dun & Bradstreet for you to contact if you have any questions or difficulties completing the application on-line. DAI is not authorized to complete the application on your organization's behalf; the required data must be entered by an authorized official of your organization.

2. Select the Country where your company is physically located.
3. You will first be asked to search the existing DUNS database to see whether a DUNS number already exists for your organization/entity. Subcontractors/grantees who already have a DUNS number may verify/update their DUNS records.
4. Potential DAI subcontractors/vendors/grantees who do not already have a DUNS number will be shown the screen below. To request a new DUNS Number, the "Request a New D-U-N-S Number" button needs to be selected.



5. Enter the information regarding your organization listed on the next three screens. (See screen shots below.) Make sure you have the following information available (in English) prior to beginning the process of entering this section in order to ensure successful registration.
 - Legal Business Name (commas are allowed, periods are not allowed)
 - Address
 - Phone
 - Name of Owner/Executive
 - Total Number of Employees
 - Annual Sales or Revenue (US Dollar equivalent)
 - Description of Operations
6. Note that some fields are Optional, however all other fields must be completed to proceed further with the application process. For example, all applicants must complete the Organization Information sections. The Company Name and Physical Address fields are self-populated based on information previously entered during the initial DUNS search. The question marks to the left of the field provide additional information when you click on them.

D&B DUNS Numbers
For US Government Contractors & Suppliers

Request for New D-U-N-S Number

Any affiliated companies of the same address, will not be affected. If there are affiliated companies at the same address, please specify in the below section.

Complete the information below to obtain a new D-U-N-S Number for your company's physical location.

Notes: All fields are required unless otherwise indicated.

Company Name

(1) Legal Name:

(2) Legal Structure:

(3) Trade Name 1 (optional):

Trade Name 2:

Trade Name 3:

(4) Phone Number of Business:

Physical Address

(1) Street:

(2) City:

(3) State:

(4) Zip Code + 4-Digit Code:

Country:

Mailing Address (optional) ☐ Same as Physical Address

(1) Mailing P.O. Box:

(2) Mailing City:

(3) Mailing State:

(4) Mailing Zip Code:

7. You must select the legal structure of your organization from the pulldown menu. To assist you in selecting the appropriate structure that best represents your organization, a brief description of the various types follows:

- **Corporation** – A firm that meets certain legal requirements to be chartered by the state/province in which it is headquartered by the filing of articles of incorporation. A corporation is considered by law to be an entity separate and distinct from its owners. It can be taxed; it can be sued; it can enter into contractual agreements.
- **Government** - central, province/state, district, municipal and other U.S. or local government entities. Includes universities, schools and vocational centers owned and operated by the government.
- **Limited Liability Company (LLC)** - This is a type of business ownership combining several features of corporation and partnership structures. It is designed to provide the limited liability features of a corporation and the tax efficiencies and operational flexibility of a partnership. Its owners have limited personal liability for the LLC's debts and obligations, similar to the status of shareholders in a corporation. If your firm is an LLC, this will be noted in the organization's registration and licensing documents.
- **Non-profit** - An entity which exists for charitable reasons and is not conducted or maintained for the purpose of making a profit. Any money earned must be retained by the organization, and used for its own expenses, operations, and programs. Most organizations which are registered

in the host country as a non-governmental organization (NGO) rather than as a commercial business are non-profit entities.

Community based organizations, trade associations, community development councils, and similar entities which are not organized as a profitmaking organization should select this status, even if your organization is not registered formally in country as an NGO.

- **Partnership-** a legal form of operation in which two or more individuals carry on a continuing business for profit as co-owners. The profits and losses are shared proportionally.
- **Proprietorship-**These firms are owned by one person, usually the individual who has day-to-day responsibility for running the business. Sole proprietors own all the assets of the business and the profits generated by it.

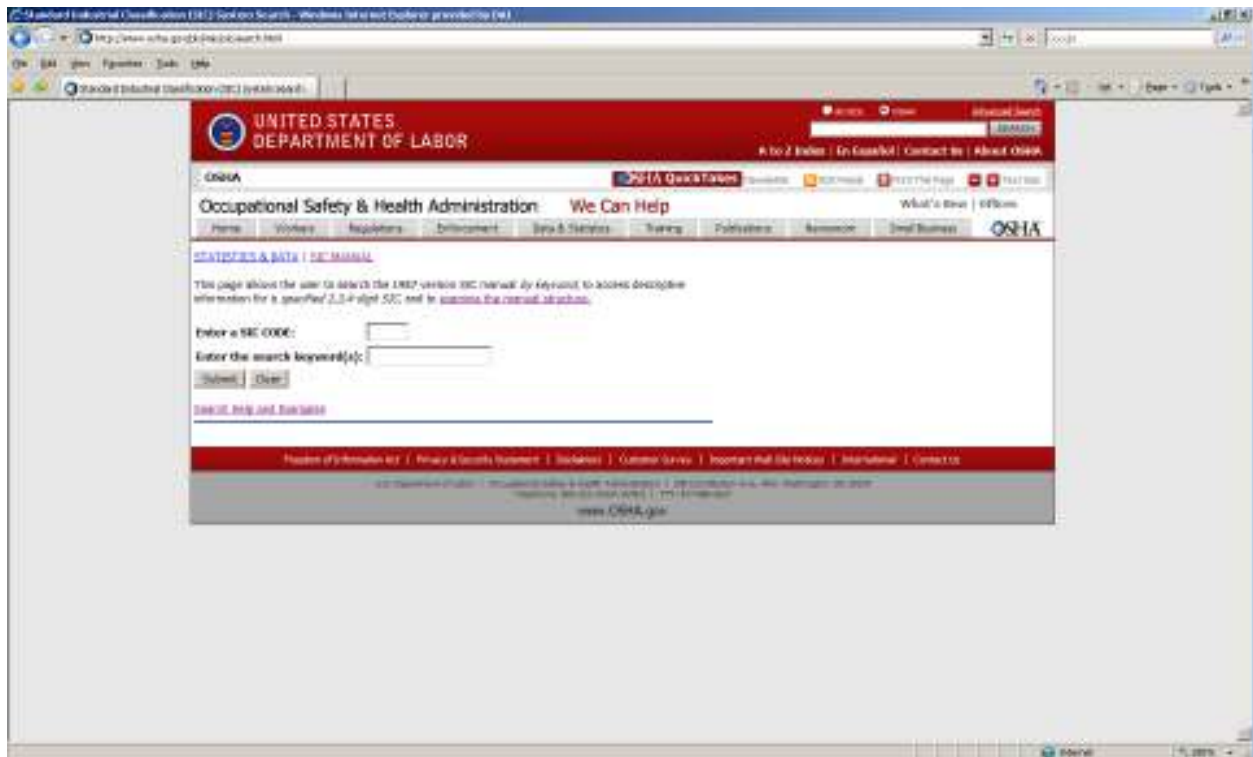
8. One of the most important fields that must be filled in is the Primary SIC code field. (See screen shot below.) The Primary Standard Industrial Code classifies the business' most relevant industry and function.

The screenshot shows a web browser window with a form titled "New Business Request". The form is divided into several sections with expandable/collapsible headers:

- Street P.O. Box:** Includes fields for "City", "State", "Zip Code - ZIP+4 Code", and "Country" (a dropdown menu).
- Expanded location information:** Includes fields for "Geographic Name", "Time" (a dropdown menu), "Primary SIC code", "Description of operations", "Economic sector" (a dropdown menu), and "Number of employees/inventory items/products and/or services".
- Annual Sales or Revenue:** A text input field.
- Physical Organization information:** Includes fields for "Name", "Street", "City", "State", "Zip Code - ZIP+4 Code", and "Country" (a dropdown menu).
- Notes (optional):** A large text area for additional information.

At the bottom of the form is a blue button labeled "Submit Your Request".

9. If you are unsure of which SIC Code your organization's core business falls under, please refer to the following website: <http://www.osha.gov/oshstats/sicser.html>



You will need to enter certain keywords to bring up the potential SIC Codes. In the case above, “Research” was entered as the keyword, and resulted in the following:



PLEASE NOTE: Many of the DAI subcontractors and grantees fall under one of the following SIC codes:

8742 Management Consulting Services

1542 General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses or one of the codes within:

Industry Group 357: Computer and Office Equipment

Industry Group 355: Special Industry Machinery, Except Metalworking

Industry Group 356: General Industrial Machinery and Equipment

Industry Group 359: Miscellaneous Industrial and Commercial



10. Description of Operations- Enter a brief description of the primary services you provide the example below, “agricultural technical assistance” was chosen as the primary function of the business.

The screenshot shows the OSHA website's 'New Business Request' form with the following information:

- County:** Jefferson
- Mailing Address (optional):** 2844 E. 1st St.
- City:** Omaha
- State:** NE
- Zip Code + ZIP+4 Code:** 68106
- Country:** United States
- Organization Information:**
 - Organization Name:** Agricultural Technical Assistance
 - Type:** Other
 - Primary SIC code:** 8000
 - Description of Operations:** Agricultural Technical Assistance
 - Organization Status:** Non-Profit/Community Status
 - Number of Employees (includes owners, partners, and/or officers):** 10
 - Annual Sales or Revenue:** \$250,000.00
- Contact Information:**
 - Name:** [blank]
 - Street:** [blank]
 - City:** [blank]
 - State:** [blank]
 - Zip Code + ZIP+4 Code:** [blank]
 - Country:** [blank]
- Notes (optional):** [blank]
- Submit Your Request** button

11. The Annual Sales or Revenue figure should be provided in USD (US Dollar) equivalent.
12. Once all of the fields have been completed, click on "Submit Your Request" to be taken to the Verification page.
13. Note: Representative (Principal, Owner or Officer) needs to verify and provide affirmation regarding the accuracy of the data under criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.
14. Once "Yes, Continue" button is clicked, the registration application is sent to D&B, and a DUNS number should be available within 24-48 hours. DUNS database can be checked in 24-48 hours by entering the Business Information in the Search window – which should now display a valid result with the new DUNS number for the entity.

3.6 Attachment F: Self Certification for Exemption from DUNS Requirement
For Subcontractors and Vendors

Legal Business Name:

Physical Address:

Physical City:

Physical Foreign Province (if applicable):

Physical Country:

Signature of Certifier:

Full Name of Certifier (Last Name, First/Middle
Names):

Title of Certifier:

Date of Certification (mm/dd/yyyy):

The sub-contractor/vendor whose legal business name is provided herein, certifies that we are an organization exempt from obtaining a DUNS number, as the gross income received from all sources in the previous tax year is under USD \$300,000.

*By submitting this certification, the certifier attests to the accuracy of the representations and certifications contained herein. The certifier understands that s/he and/or the sub-contractor/vendor may be subject to penalties, if s/he misrepresents the sub-contractor/vendor in any of the representations or certifications to the Prime Contractor and/or the US Government.

The sub-contractor/vendor agrees to allow the Prime Contractor and/or the US Government to verify the company name, physical address, or other information provided herein. Certification validity is for one year from the date of certification.

3.7 Attachment G: Representations and Certifications of Compliance

13. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
14. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
15. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
16. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
17. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
18. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information.
19. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
20. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
21. Labor Laws – The Bidder certifies that it is in compliance with all labor laws.
22. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
23. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

3.8 Attachment H: PRIME CONTRACT GENERAL PROVISIONS

The Subcontractor agrees to comply with all applicable requirements, specifications, and conditions of the Prime Contract to the extent to which they are incorporated into this Subcontract Agreement. Any applicable requirements, specifications, and conditions of the Prime Contract, specified by law, are included in this Subcontract Agreement. The clauses in FAR Subpart 52.2 and AIDAR Subpart 752 referenced in the Prime Contract are required to be flowed down to subcontractors, in effect on the date of this Subcontract. In this section, clauses from Section I – Prime Contract General Requirements – are herein incorporated by reference and are listed below. In addition, other clauses are listed in full text. Whether a clause appears as incorporated by reference or as full text, it applies to this Subcontract Agreement.

In all such clauses, the term “Contractor” shall mean the Subcontractor performing under this Subcontract, the term “Contract” shall mean this Subcontract, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean the Contractor and the DAI Contractual Representative, respectively. It is intended that the referenced clauses shall apply to the Subcontractor in such manner as is necessary to reflect the position of the Subcontractor as a subcontractor to the Prime Contractor, to insure the Subcontractor’s obligations to the Prime Contractor and to the U.S. Government, and to enable the Prime Contractor to meet its obligations under its Prime Contract. Clauses not requiring flow down from the Contractor to the Subcontractor, but nevertheless specified herein shall have full force and effect in performance of this Subcontract.

Clauses Incorporated by Reference

This Subcontract incorporates one or more of the following clauses by reference, suitably modified to properly identify the parties, with same force and effect as if they were given in full text. The complete text will be made available to Subcontractor upon request. The full text may also be accessed electronically at the following website: <http://www.arnet.gov/far/>

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 Clauses Incorporated By Reference" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

1.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/index.html> for electronic access to the full text of FAR clauses and

<http://www.usaid.gov/policy/ads/300/aidar.doc> for the full text of AIDAR clauses.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
CLAUSE NUMBER	CLAUSE TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-15	WHISTLEBLOWERN PROTECTIONS UNDERT THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-5	WOMEN – OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	OCT 2014
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS	OCT 2015
52.204-12	UNIQUE ENTITY NUMBER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CETIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015

52.209.9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209.10	CERTIFICATION REGARDING TAX MATTERS	FEB 2016
52.214.34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	APR 1991
52.209.12	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA- MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-15	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) NOTIFICATION OF	JUL 2005
52.215-19	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 1997
52.215-23	ALLOWABLE COST AND PAYMENT	OCT 2009
52.216-7	FIXED-FEE	JUNE 2013
52.216-8	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUNE 2011
52.217-2	OPTION TO EXTEND SERVICES 30 days	OCT 1997
52.217-8	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE	NOV 1999
52.219-4	SMALL BUSINESS CONCERNS	OCT 2014
52.219-8	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2016
52.219-9	LIMITATION ON SUBCONTRACTING	JAN 2017
52.219-14	LIQUIDATED DAMAGES-SMALL BUSINESS	JAN 2017
52.219-16	SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE	FEB 1999
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2010
52.222-54	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS	OCT 2015
52.223-2	UNDER SERVICE AND CONSTRUCTION CONTRACTS DRUG-	SEP 2013
52.223-6		MAY 2001

52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN 2016
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
		AUG 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	
52.225-1	BUY AMERICAN ACT--SUPPLIES	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-17	EVALUATION OF FOREIGN CURRENCY OFFERS.	FEB 2000
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
52.227-3	PATENT INDEMNITY	APR 1984
52.227-14	RIGHTS IN DATA--GENERAL	MAY 2014
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010
52.232.9	LIMITATION ON WITHHOLDING OF PAYMENT	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014

52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I	AUG 1987 (APR 1984)
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2018
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS JUN 2003	
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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CFR Chapter 7)*

752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.216-70	AWARD FEE	MAY 1997
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.222-70	HEARD DISABILITY POLICY	DEC 2004
752.222-71	NONDISCRIMINATION	JUN 2012
752.227-14	RIGHTS TO DATA – GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) INSURANCE-LIABILITY TO THIRD PERSONS	DEC 1991
752.228-7		JUL 1997
752.229-70	FEDERAL, STATE AND LOCAL TAXES	
752.231-71	SALARY SUPPLEMENTS FOR HOST GOVERNMENT EMPLOYEES	MAR 2015
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING (APR 1984
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7030	INSPECTION TRIPS BY CONTRACTORS OFFICERS AND EXECUTIVES	APR 1984
752.7031	LEAVE AND HOLIDAY	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7036	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7037	USAID IMPLEMENTING PARTNER (IPN) PORTAL FOR ACQUISITION	JUL 2014
752.7038	NONDISCRIMINATION AGAINST END USERS OF SUPPLIES OR SERVICES	OCT 2016

1.2 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding total obligated amount as indicated in clause B.3(b).
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is the total obligated amount as indicated in clause B.3(b).

1.3 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

- (a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

1.4 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.5 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
 - (a) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) Contractors shall submit the above referenced transportation documents to COR.

I. 6 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall 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.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract 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, shall 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 contract 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.

(c) The Contractor shall insert this provision in all subcontracts.

(d) *Voluntary Participation and Family Planning Methods.*

(1) The Contractor agrees to take any steps necessary to ensure that funds made available under this contract 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 Contractor 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 contract, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(e) 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 or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this contract, or goods or services financed with such funds, are provided under this contract, 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 shall 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 shall 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) No person shall 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 shall 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 shall 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-contract or grant under this contract, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The Contractor shall 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; and (ii) the Contractor shall 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 shall 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 Contractor shall provide USAID such additional information about violations as USAID may request.

(f) *Additional Requirements for Voluntary Sterilization Programs.*

(1) The Contractor shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract 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.

(2) Further, the Contractor shall 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 shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(3) The Contractor 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.

The Contractor shall insert this Alternate I in all subcontracts involving family planning activity.

3.1 *Attachment I: Proposal Checklist*

Offeror: _____

Have you?

☐ Submitted your proposal to DAI in a sealed envelope to the address (electronic or mailing) as specified in General Instructions above?

Does your proposal include the following?

☐ Signed Cover Letter (*use template in Attachment B*)

☐ Proposal including: Attachment A. Price Schedule; Attachment C. Detailed Technical Specifications and Attachment D. Past Performance form

☐ Documents use to determine Responsibility

☐ Evidence of a DUNS Number OR Self Certification for Exemption from DUNS Requirement

