

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 <u>ethics@dai.com</u> or by visiting <u>www.dai.ethicspoint.com</u>. 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 Procurement of furniture and wood processing equipment, as outlined below.

1.	RFP No.	GESP-G-RFP-016
2.	Issue Date	June 25, 2021
3.	Title	Procurement of furniture and wood processing equipment (6 items)
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: <u>GESP_GrantsProcurementBids@dai.com</u>
5.	Deadline for Receipt of Questions	July 9, 2021 by 18:30, Georgian local time (GMT +4) to <u>GESP_GrantsProcurement@dai.com</u>
6.	Deadline for Receipt of Proposals.	Jul 16, 2021 by 18:30, Georgian local time (GMT +4) to <u>GESP_GrantsProcurementBids@dai.com</u>
7.	Contact Person	GESP Grants Procurement Officer Email: <u>GESP_GrantsProcurement@dai.com</u>
8.	Anticipated Award Type	 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: Installing, commissioning of the equipment (as needed); Provide Manufacturer Warranty, Maintenance services and Spare Parts for 3 years; QA/QC – Provide quality Assurance for technical due diligence. 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.
9.	Basis for Award	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.
In order for Offerors to be considered technically acceptable, they 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.
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.

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.

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2. Request for Proposal - Goods

10. General Instructions to	• The deadline for receipt of proposals will be July 16, 2021 by
Offerors	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: Cover Letter;
	Attachment A. Price Schedule; Attachment C. Detailed Technical
	Specifications and Attachment D. Past Performance form
	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	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.
12. Technical Specifications and	1. Provide a detailed list of technical specifications or
requirements for Technical	requirements which meets or exceeds the stated technical
Acceptability	specifications from Attachment C.
	2. Final delivery is required within 4 month period from
	contract signing to Kutaisi, Tbilisi, Georgia (exact address will
	be provided at a contact signing stage).
	3. In addition to meeting the Technical Specifications listed in

	Attachment C, offerors are required to meet or exceed the		
	significant non-cost factors listed below:		
	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	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.		
14. Determination of	DAI will not enter into any type of agreement with an Offeror prior		
Responsibility	to ensuring the Offeror's responsibility. When assessing an		
	Offeror's responsibility, the following factors are taken into		
	consideration:		
	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	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		

sponse to this RFP, Offerors ating the Source and Nationality vices comply with the Geographic rohibited countries.
which receive first-tier ith a value of \$30000 and above umber prior to signing of the xempt from this requirement if all sources in the previous tax year s that Offerors sign the self- eror claims exemption for this
JNS number, you may request btaining a DUNS Number. a DUNS number, you may request for Exemption from DUNS
neral terms and conditions for an ne selected Offeror shall comply tifications of Compliance listed in
strictest ethical standards to easonable prices and successful

by a DAI employee, Government official, or their
representatives, to influence an award or approval decision.
• 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.
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.
Any attempted or actual corruption should be reported
immediately by either the offeror, subcontractor or DAI staff to:
• Toll-free Ethics and Compliance Anonymous Hotline at
(U.S.) +1-503-597-4328
 Hotline website – www.DAI.ethicspoint.com, or
 Email to <u>Ethics@DAI.com</u>
USAID's Office of the Inspector General Hotline at
hotline@usaid.gov.
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.

3. Attachments

3.1 Attachment A: Price Schedule

ltem Number	Item Name	Specifications	Quantity	Unit Price in GEL	Total Price in GEL
1	Item #1: Hydraulic Universal Tool Grinder (Complete with Power Lock Unit)	Please see <u>Attachment</u> <u>C: Detailed Technical</u> <u>Specifications</u>	1		
2	Item #2: Automatic Knife Grinder		1		
3	Item #3: Semi- automatic saw blade sharpening machine		1		
4	Item #4: Thickness machine		1		
5	Item #5: Vertical Milling machine		1		
6	Item #6: Two (double)-Spindle Brushing Machine		1		
7	Transportation and setup of the equipment to Kutaisi, Georgia (exact location to be disclosed at a contracting stage)	Please provide details about transportation and setup process;	1		
GRAND TC	DTAL IN GEL		1	1	

Delivery Date:

We, the undersigned, provide the attached proposal in accordance G-RFP No. 016 dated _____Our attached proposal is for the total price of ______(figure and in words) GEL.

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. <u>Federal Excluded Parties List</u> The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
- 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 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. <u>Trafficking of Persons</u> 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. <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u> The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u>.
- 6. <u>Organizational Conflict of Interest</u> 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 DAII with a disclosure statement describing this information.
- 7. <u>Business Size and Classification(s)</u> 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. <u>Prohibition of Segregated Facilities</u> 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. <u>Labor Laws</u> The Bidder certifies that it is in compliance with all labor laws.
- 11. <u>Federal Acquisition Regulation (FAR)</u> 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. <u>Employee Compliance</u> – 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 <u>specifications</u> given below.

Minimum Technical Specifications (Complete with Power Lock Unit)	Offered Technical Specifications (Fill in this section)	
Manufactured Year	No earlier than 2018 (must be new. Refurbished or used equipment will not be considered)	
Manufacturer experience	Minimum 3 years	
Grinding wheel cutting rev.	At least 3000 rpm	
CE certification	Yes	
Rotation diameter in axis	Minimum 200 mm	
Wheel motor height movement	Minimum Vertical 250 mm	
Wheel motor hook (infeed) angle	±45°	

Ground tool diameter	Ø50-350 mm	
Table dimensions	Minimum 980*230 mm	
Table movement X/Y	550/200 mm	
Divisor rotation angle	360 °	
Divisor output number	2-3-4-6-8-12-24-36	
Grinding wheel outside diameter	Minimum Ø150 mm	
Grinding wheel bore diameter	Minimum Ø200 mm	
Coolant motor capacity	At least 35 lt/min./ or Please Specify	
Coolant container capacity	Minimum ~50 lt. / or Please Specify	
Motor quantity	Minimum 3	
Total power	Minimum 1.40 kw	
Voltage	380 V, 3 Ph, 60 Hz	
Hydraulic pump capacity	Minimum 3.2 lt/min	
Working pressure	Minimum 20 Bar	
Container capacity	Minimum 18 lt	
Oil type	Tellus 37 / or please specify	

Number of valves use	Minimum 1 unit	
Speed Adjustment option <i>(if yes, please specify)</i>	Yes/No	
Hydraulic right-left movement on linear rails (<i>if yes, please specify</i>)	Yes/No	
Ø30 mm tool mounting spindle (<i>if</i> yes, please specify)	Yes/No	
Machine should include: Grinding of profile cutter-heads, all types of router bits, paneling tools and razor blades, profile machine blades. <i>(if yes, please specify)</i>	Yes/No	
Delivery time to Kutaisi, Georgia (exact address will be provided at a contact signing stage)	Not to exceed 4 month from signing the contract	

Item #1: Additional Information

A	Additional information about the offered Hydraulic Universal Tool Grinder (Complete with Power Lock Unit)		
Nº	Question	Answer	
1.	Make, Model Title (Attach photos)		
2.	Manufacturing country		
3.	Net/gross weight		
4.	Dimensions		

5.	Noise leve (delicbels)	
6.	Spare parts (list spare parts included, if any)	
7.	Length of warranty	
8.	Warranty terms (what does it cover? Is warranty given in years or number of produced items?) (specify here or attach warranty terms separately)	
9.	Locations (city, address) of certified service center(s) for after-sales service, including warranty repair (specify here or attach after- sales service terms)	
10.	Equipment setup process (please describe, if applicable)	

Item #2: Automatic Knife Grinder

Minimum Technical Specifications for Automatic Knife Griner		Offered Technical Specifications
		(Fill in this section)
Manufactured Year	No earlier than 2018 <i>(must be new. Refurbished or used equipment will not be considered)</i>	
Manufacturer experience	Minimum 3 years	
CE Certification	Yes	
Grinding length	Up to 850 mm	
Plate dimensions	60*80*850 mm	
Grinding wheel diameter	Ø100 mm -Ø150 mm	
Motor quantity	Minimum 3	
Grinding speed	0-11 m/min.	
Automatic infeed	0.04 mm	
Operating voltage	380 v, 3 Ph, 50-60 Hz	
Coolant container capacity	Minimum ~30 lt.	
Delivery to Kutaisi, Georgia (exact address will be provided at a contact signing stage)	Not to exceed 4 month from signing the contract	

Speed Adjustment option (<i>if yes, please specify</i>)	Yes/No	
Non-corroding and hardening plating on all mechanical components (<i>if yes, please</i> <i>specify</i>)	Yes/No	
Operation Teaching option (<i>if yes, please specify</i>)	Yes/No	

Item #2: Additional Information

	Additional information about the offered Automatic Knife Grinder		
Nº	Question	Answer	
1.	Make, Model Title (Attach photos)		
2.	Manufacturing country		
3.	Net/gross weight		
4.	Dimensions		
5.	Noise leve (delicbels)		
6.	Spare parts (list spare parts included, if any)		
7.	Length of warranty		
	Warranty terms (what does it cover? Is		
8.	warranty given in years or number of		
	produced items?) (specify here or attach		

	warranty terms separately)	
9.	Locations (city, address) of certified service center(s) for after-sales service, including warranty repair (<i>specify here or attach after-</i> <i>sales service terms</i>)	
10.	Equipment setup process (indicate number of days, describe the process)	

Item #3: Semi-automatic saw blade sharpening machine

Minimum Technical Specifications	for Semi-automatic saw blade	Offered Technical Specifications	
sharpening machine		(Fill in this section)	
Manufactured Year	No earlier than 2018 (must be new. Refurbished or used equipment will not be considered)		
Manufacturer experience	Minimum 3 years		
CE certification	Yes		
Control type	Electropneumatic control		
Transport type	Alternating tooth transport		
Universal Pump cooling SSG	At least 600-A-DC		
Cutting Disc sharpening size	At least 100 mm – 600 mm		
Grinding wheel fixture	Yes		
Diamond wheel dresser	Yes		
Cleaning and sharpening stone for diamond grinding wheels	Yes		
Laser adjustment device for exact adjustment of saw blade	Yes		
Diamond grinding wheel	150X5X1.5X20 mm, D64 Standard		

Diamond grinding wheel	150X16X5X3X20 mm, d76 thin	
Corundum grinding wheel	150X13X20 mm, Grit 46, coarse	
Corundum grinding wheel	150X13X20 mm, Grit 100, fine	
Automatic breakpoint (<i>if yes, please specify</i>)	Yes/No	
Machine diagnostic (<i>if yes, please specify</i>)	Yes/No	
Input of no. of teeth suited to:	Yes/No	
* Alternating teeth		
* Flat teeth		
* Step teeth		
* Trapezoid teeth		
(if yes, please specify)		
Delivery time to Kutaisi, Georgia	Not to exceed 4 month from	
(exact address will be provided at a contact signing stage)	signing the contract	

Item #3: Additional Information

	Additional information about the offered Semi-automatic saw blade sharpening machine		
Nº	Question	Answer	
1.	Make, Model Title (Attach photos)		
2.	Manufacturing country		
3.	Net/gross weight		
4.	Dimensions		
5.	Noise leve (delicbels)		
6.	Spare parts (list spare parts included, if any)		
7.	Length of warranty		
8.	Warranty terms (what does it cover? Is warranty given in years or number of produced items?) (specify here or attach warranty terms separately)		
9.	Locations (city, address) of certified service center(s) for after-sales service, including warranty repair (specify here or attach after- sales service terms)		
10.	Equipment setup process (indicate number of days, describe the process)		

Item #4: Thickness Machine

Minimum Technical Specifications for Thickness Machine		Offered Technical Specifications
		(Fill in this section)
Manufactured Year	No earlier than 2018 <i>(must be new. Refurbished or used equipment will not be considered)</i>	
Manufacturer experience	Minimum 3 years	
CE certification	Yes	
Table size	Minimum 640X990mm	
processing Width	Minimum 630 mm	
processing Hight	Minimum 250 mm	
Chip Removal	Minimum 8 mm	
Number of cutter blades	Minimum 4	
Cutter Blade Diameter	Minimum 120 mm	
Spindle Revolution	Minimum 4500 rpm	
Drawing Speed	7- 14 m/min	
Cutter Motor Power	Minimum 10 HP	
Tractor Engine Power	Minimum 0.8-1.22 HP	

Table Motor	Minimum 0.37 KW	
Blade Type	T1	
Electromechanical brake system (if yes, please specify)	Yes/No	
Monoblock steel body <i>(if yes, please specify)</i>	Yes/No	
Cover protection circuit <i>(if yes, please specify)</i>	Yes/No	
Polyurethane roller that facilitates pulling <i>(if yes, please</i> <i>specify)</i>	Yes/No	
Motorized Automatic Table Adjustment (opt.) <i>(if yes, please</i> <i>specify)</i>	Yes/No	
Sensitive adjustment possibility with digital height indicator (opt.) (if yes, please specify)	Yes/No	
Delivery time to Kutaisi, Georgia (exact address will be provided at a contact signing stage)	Not to exceed 4 month from signing the contract	

Equipment #4: Additional information

	Additional information about the offered Thickness Machine		
Nº	Question	Answer	
1.	Make, Model Title (Attach photos)		
2.	Manufacturing country		
3.	Net/gross weight		
4.	Dimensions		
5.	Noise leve (delicbels)		
6.	Spare parts (list spare parts included, if any)		
7.	Length of warranty		
8.	Warranty terms (what does it cover? Is warranty given in years or number of produced items?) (specify here or attach warranty terms separately)		
9.	Locations (city, address) of certified service center(s) for after-sales service, including warranty repair (<i>specify here or attach after-</i> <i>sales service terms</i>)		
10.	Equipment setup process (indicate number of days, describe the process)		

Item #5: Vertical Milling Machine

Minimum Technical Specification	ns for Vertical Milling Machine	Offered Technical Specifications		
		(Fill in this section)		
Manufactured Year	No earlier than 2018 (must be new. Refurbished or used equipment will not be considered)			
Manufacturer experience	Minimum 3 years			
CE certification	Yes			
Table size	Minimum 1000X750mm			
Table Height	Minimum 850 mm			
Shaft Diameter	Minimum 30 mm			
Pliers	Minimum 14 mm			
Miles Course	Minimum 150 mm			
Spindle Morse	Minimum 5 MK			
Motor Power	Minimum 7.5 HP/5.5 KW			
Spindle Revolution	4000-6000-8000-10000 rpm			
Monoblock steel body <i>(if yes, please specify)</i>	Yes/No			

Cover protection circuit <i>(if yes, please specify)</i>	Yes/No	
Electromechanical braking system (if yes, please specify)	Yes/No	
Curved part apparatus (if yes, please specify)	Yes/No	
Sensitive adjustment with digital height indicator (<i>if yes, please specify</i>)	Yes/No	
Delivery time to Kutaisi, Georgia (exact address will be provided at a contact signing stage)	Not to exceed 4 month from signing the contract	

Item #5: Additional Information

	Additional information about the offered Vertical Milling Machine					
Nº	Question	Answer				
1.	Make, Model Title (Attach photos)					
2.	Manufacturing country					
3.	Net/gross weight					
4.	Dimensions					
5.	5. Noise leve (delicbels)					
6.	Spare parts (list spare parts included, if any)					
7.	Length of warranty					
8.	Warranty terms (what does it cover? Is warranty given in years or number of produced items?) (specify here or attach warranty terms separately)					
9.	Locations (city, address) of certified service center(s) for after-sales service, including warranty repair (<i>specify here or attach after-</i> <i>sales service terms</i>)					
10.	Equipment setup process (indicate number of days, describe the process)					

Item #6: Two (double)-Spindle Brushing Machine (This is only one item)

Minimum Technical Specification Machine	ns for Two (double)-Spindle Brushing	Offered Technical Specifications (Fill in this section)		
Manufactured Year	No earlier than 2018 <i>(must be new. Refurbished or used equipment will not be considered)</i>			
Manufacturer experience	Minimum 3 years			
CE certification	Yes			
Feed belt width	Minimum 400 mm			
Feed belt speed	Minimum 3- Maximum 12 m/min.			
Spindle diameter	Minimum Ø40 mm			
Spindle shaft length	Minimum 400mm/402mm			
brush diameter	Minimum 2 X Ø250 mm			
Spindle speed as standard	1000 ot/min(possibility of continuous control)			
Power of main engines as standard	Minimum 2X3 KW (2X4 HP)			
feed belt feed motor power	Minimum 0.55 Kw			
Suction nozzle diameter Minimum 2 X Ø120 mm				

Max. material height	Minimum 250 mm	
Max. material width	Minimum 400 mm (800 mm)	
Delivery time to Kutaisi, Georgia (exact address will be provided at a contact signing stage)	Not to exceed 4 month from signing the contract	

Item #6: Additional Information

	Additional information about the offered Two (double)-Spindle Brushing Machine					
Nº	Question	Answer				
1.	Make, Model Title (Attach photos)					
2.	Manufacturing country					
3.	Net/gross weight					
4.	Dimensions					
5.	Noise leve (delicbels)					
6.	Spare parts (list spare parts included, if any)					
7.	Length of warranty					
8.	Warranty terms (what does it cover? Is warranty given in years or number of produced items?) (<i>specify here or attach</i>					

	warranty terms separately)	
9.	Locations (city, address) of certified service center(s) for after-sales service, including warranty repair (<i>specify here or attach after-</i> <i>sales service terms</i>)	
10.	Equipment setup process (indicate number of days, describe the process)	

3.4 Attachment D: Past Performance Form

Include projects/previous or ongoing orders that best illustrate your work experience relevant to this RFP, sorted by decreasing order of completion date.

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.

Include reference letters and/or Acceptance Acts to demonstrate provided information.

#	Project	Description of	Location	Client	Cost in	Start-End	Completed	Completion	Type of
	Title	Activities		Name/Tel	GEL	Dates	on	Letter/Acceptanc	Agreement,
	Previous/ ongoing orders or projects	Describe what you have imported/sold similar to requested Item(s)	Delivery of previous/ongoi ng order final location	No/Email		Order received/or der delivered	schedule (Yes/No)	e Act Received? (Yes/No)	Subcontract, Grant, PO (fixed price, cost reimbursable) Describe the contract type
1									
2									
3									
4									

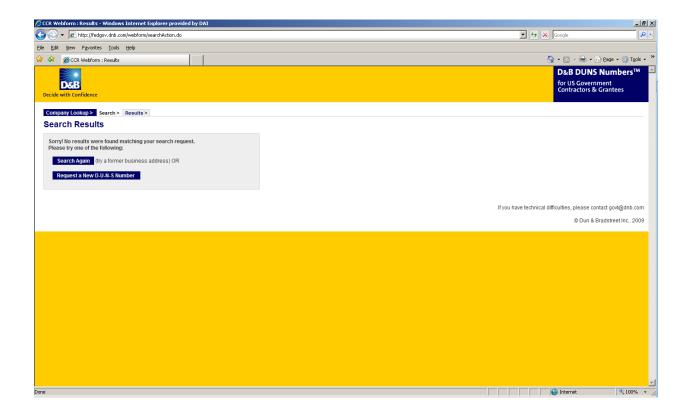
3.5 Attachment E: Instructions for Obtaining a DUNS Number - DAI'S Vendors, Subcontractors

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.

CCLR Webform: New Duns Number Request Windows Internet Explorer provided by DAI		_ 8 ×
😉 💽 🖈 🖉 http://fedgov.drb.com/webform/newReq.doi/hdncompanynumber=-18browser=8hdnCompanyName=8hdnAddress=8hdnCty=8hdnStet=8hdnZty=8hdnCountry=8hdnDurs=8hdnTadeStyleName=8newComp	Google	P •
Elle Edit View Favorites Tools Help		
🔆 🏘 💋 CCR Webform : New Duns Number Request.	💁 • 🗟 - 🖶 • 🗈	Page • 🎯 T <u>o</u> ols • »
D&B Decide with Confidence	D&B DUNS I for US Governm Contractors & C	nent
D-U-II-S Number Request> Search > Enter Your Company Information >		
Request for New D-U-N-S Number		
Any affiliated companies at the same address, will not be affected. If there are affiliated companies at the same address, please specify in the Notes section. Complete the information below to obtain a new D-U-N-S Number for your company's physical location.		
Note: All fields are required unless otherwise indicated.		
Company Name		
Legal Name DNB TEST, INC		
Legal Structure Proprietonship		
? Tradestyle Name 1 (optional)		
Tradestyle Name 2		
Tradestyle Name 3		
? Phone Number of Business 20 655-1212		
Physical Address		
2 Street 100 Jalan Abdul Rahman		
? City Kabul		
? State		
2 Zip Code + 4/Postal Code		
Country AFGHANISTAN		
Mailing Address (optional) 🔲 Same as Physical Address		
7 Street/ P.O. Box		
City		
	Internet	• 100% • /

- 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

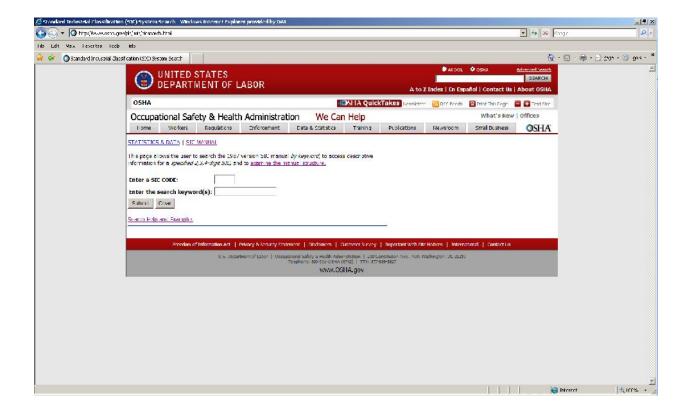
in the host country as a non-governmental organization (NGO) rather than as a commercial business are anon-profit entities.

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.

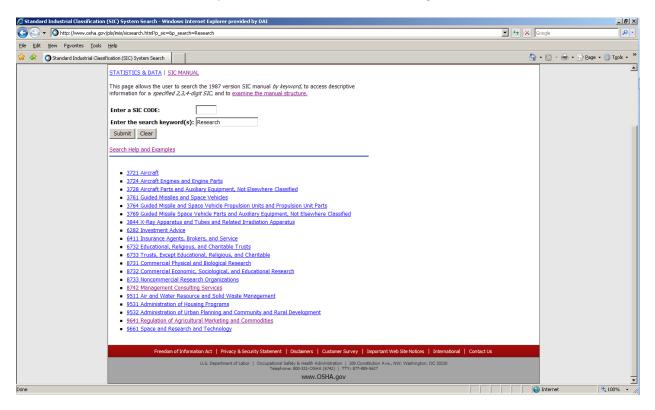
- Partnership- a legal form of operation in which two or more individuals carry on a continuing business for profit as co-owners. The profits and losses are shared proportionally.
- **Proprietorship**-These firms are owned by one person, usually the individual who has day-to-day responsibility for running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

CCR Webform : New Duns Number Request Windows Internet Explorer provided by DAI	
🔾 💽 🔻 👔 http://fedgov.dnb.com/webform/newReq.do?hdncompanynumber=-1&browser=&hdnCompanyName=&hdnAddres	ss=8hdnCity=8hdnState=8hdnZip=8hdnCountry=8hdnDuns=8hdnTradeStyleName=8newComp🗾 😚 🗙 Google 🖉
ile Edit Yiew Favorites Iools Help	
😵 🎸 🏉 CCR. Webform : New Duns Number Request.	🛐 + 🗟 - 👼 - 📴 Bage + 🎯 Tools +
? Street/ P.O. Box	
City	
State	
Zip Code + 4/Postal Code	
Country Select one	
Organization Information	
? Executive Name	
Title Select one	
? Primary SIC code	
? Description of Operations	
? Socioeconomic Data Select one	
? Number of Employees(includes owners, partners, and/or officers)	
? Annual Sales or Revenue	
? Parent Organization (optional)	
Name	
Street	
City	
State	
Zip Code + 4/Postal Code	
Country Select one	
? Notes (optional)	
×	
Submit Your Request	
	If you have technical difficulties, please contact gov/@dnb.com
e	

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



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

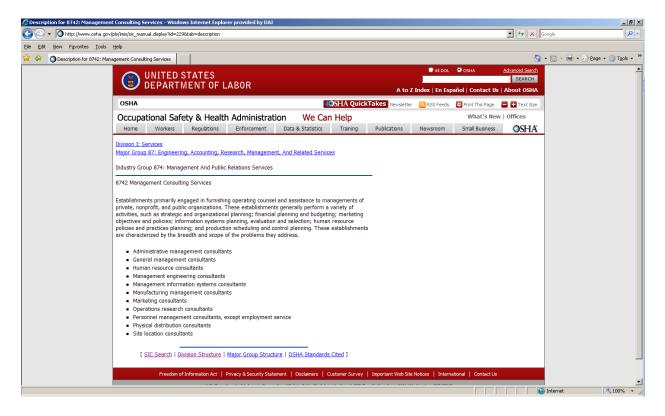
1542 General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses or one of the codes within:

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.

CCR Webform : New Duns Number Request Windows Internet Exp	orer provided by DAI		_ 8 ×
🕒 🕤 🔻 🙋 http://fedgov.dnb.com/webform/newReq.do?hdncompanynu	nber=-18browser=8hdnCompanyName=8hdnAddress=8hdnCity=8hdnState=8hdnZip=8hdnCountry=8hdnDuns=8hdnTradeStyleName=8newComp. 🗾 🐓	Google	P •
Eile Edit View Favorites Iools Help			
🔆 🍄 🌈 CCR Webform : New Duns Number Request.		🙆 • 🔊	- 🖶 - 📴 Page - 🎯 Tools - *
Country	AFGHANISTAN		<u>.</u>
Mailing Address (optional) 🛛 🗖 Same as Physical Address			
? Street/ P.O. Box			
City			
State			
Zip Code + 4/Postal Code			
Country	Select one		
Organization Information			
? Executive Name	Mohammad Ali		
Title	Owner		
? Primary SIC code			
? Description of Operations	Agricultural Technical Assistance		
? Socioeconomic Data	No special Ownership Status		
? Number of Employees(includes owners, partners, and/or officer	s) 10		
? Annual Sales or Revenue	USD 500,000		
? Parent Organization (optional)			
Name			
Street			
City			
State			
Zip Code + 4/Postal Code			
Country	Select one		
? Notes (optional)			
	*		
	¥.		
Sub	mit Your Request		-
		😜 Interne	et 🔍 100% 🔻 /

- 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. <u>Federal Excluded Parties List</u> The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
- 14. <u>Executive Compensation Certification-</u> 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. <u>Trafficking of Persons</u> 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. <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u> The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u>.
- 18. <u>Organizational Conflict of Interest</u> 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 DAII with a disclosure statement describing this information.
- 19. <u>Prohibition of Segregated Facilities</u> The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
- 20. <u>Equal Opportunity</u> 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. <u>Labor Laws</u> The Bidder certifies that it is in compliance with all labor laws.
- 22. <u>Federal Acquisition Regulation (FAR)</u> 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. <u>Employee Compliance</u> 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.

I.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 I)	
CLAUSE	CLAUSE TITLE	DATE
NUMBER		
HOMBEN		
52.202-1	DEFINITIONS	NOV 2013
52.202-1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-5	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE	SEP 2006
52.203-0		SEP 2006
	GOVERNMENT	
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS	MAY 2014
	FOR ILLEGAL OR IMPROPER ACTIVITY	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN	OCT 2010
	FEDERAL TRANSACTIONS	
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	JUN 2010
	RECOVERY AND REINVESTMENT ACT OF 2009	
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND	APR 2014
	REQUIREMENT TO INFORM EMPLOYEES OF	
	WHISTLERBLOWER RIGHTS	
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	OCT 2011
52.204 5	BUSINESS)	001 2014
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-0	SYSTEM FOR AWARD MANAGEMENT	OCT 2010 OCT 2016
52.204-7 52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	
		DEC 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR	JAN 2011
50 004 40	PERSONNEL	0.07.0045
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER	OCT 2015
	SUBCONTRACT AWARDS	
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	DEC 2014
	AND CETIFICATIONS	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST	OCT 2015
	WHEN SUBCONTRACTING WITH CONTRACTORS	
	DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.209.9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
	CORPORATIONS	· · - · · · -
52 200 12 52.214.34	CERTIFICATION REGARDING TAX MATTERS SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	EFR 2016 APR 1991
52.209.12 52.215-2 52.215-8 52.215-10 52.215-11	SUBMISSION OF OFFERS IN U.S. CURRENCY AUDIT AND RECORDSNEGOTIATION ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA- MODIFICATIONS	APR 1991 OCT 2010 OCT 1997 AUG 2011 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 52.215-15 52.215-18	PENSION ADJUSTMENTS AND ASSET REVERSIONS REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT	OCT 2010 OCT 2010 JUL 2005
52,215-19 52.215-23 52.216-7 52.216-8 52.217-2 52.217-8 52.219-4	BENEFITS OTHER THAN PENSIONS (PRB) NOTIFICATION OF LIMITATIONS ON PASS-THROUGH CHARGES ALLOWABLE COST AND PAYMENT FIXED-FEE CANCELLATION UNDER MULTIYEAR CONTRACTS OPTION TO EXTEND SERVICES 30 days NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE	OCT 1997 OCT 2009 JUNE 2013 JUNE 2011 OCT 1997 NOV 1999 OCT 2014
	SMALL BUSINESS CONCERNS	
52.219-9 52.219-9 52.219-14 52.219-16	SMALL BUSINESS SUBCONTRACTING PLAN LIMITATION ON SUBCONTRACTING LIQUIDATED DAMAGES-SMALL BUSINESS	MOV 2016 JAN 2017 JAN 2017 JAN 1999
52.222-1	SUBCONTRACTING PLAN	FEB 1997
52.222-2 52.222-3 52.222-21 52.222-22 52.222-25 52.222-26 52.222-29 52.222-35 52.222-35 52.222-36 52.222-37 52.222-37 52.222-40	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES PAYMENT FOR OVERTIME PREMIUMS CONVICT LABOR PROHIBITION OF SEGREGATED FACILITIES PREVIOUS CONTRACTS AND COMPLIANCE AFFIRMATIVE ACTION COMPLIANCE EQUAL OPPORTUNITY NOTIFICATION OF VISA DENIAL EQUAL OPPORTUNITY FOR VETERANS EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES EMPLOYMENT REPORTS ON VETERANS NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	JUL 1990 JUN 2003 APR 2015 FEB 1999 APR 1984 SEP 2016 APR 2015 OCT 2015 JUL 2014 FEB 2016 DEC 2010
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	IANI 2010 OCT 2015
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS	SEP 2013
57 772-6	UNDER SERVICE AND CONSTRUCTION CONTRACTS DRUG-	₩₩₩ 2001

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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	JUN 2016
52.223-15	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS 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 ACTSUPPLIES	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND	FEB 2000
	TRANSLATION OF CONTRACT	
52.225-17	EVALUATION OF FOREIGN CURRENCY OFFERS.	FEB 2000
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN	OCT 2015
	CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—	
	REPRESENTATION AND CERTIFICATIONS	
52.227-3	PATENT INDEMNITY	APR 1984
52.227-14	RIGHTS IN DATAGENERAL	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
52.229-8	COST ACCOUNTING STANDARDS	OCT 2015
52.230-2	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING	OCT 2015
52.250 5	PRACTICES	0012013
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	AUG 1996
	ALTERNATE I	(JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN	AUG 2003
	NATIONALS	
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	CHANGESCOST REIMBURSEMENT	AUG 1987
	ALTERNATE I	(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 LIABILITYSERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	
	JUN 2003	
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG	FEB 2006
	COMMERCIAL VESSELS	
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

G-RFP No. 016

AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (48

CFR Chapter 7)
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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	JUN 1993
	AWARD	
752.211-70		JUN 1992
752.216-70	AWARD FEE	MAY 1997
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL	MAR 2015
	DISADVANTAGED BUSINESSCONCERNS	
752.222-70 752.222-71	NONDISCRIMINATION	DEC 2004 JUN 2012
752.227-14	RIGHTS TO DATA – GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-7		JUL 1997
752.229-70	FEDERAL, STATE AND LOCAL TAXES	
752.231-71	SALARY SUPPLEMENTS FOR HOST GOVERNMENT	MAR 2015
	EMPLOYEES	
752.245-71	TITI F TO AND CARF 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 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7010 752.7011	ORIENTATION AND LANGUAGE TRAINING (APR 1984 APR 1984
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	OCT 1984
752.7013	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID	JAN 1999
	PARTICIPANT TRAINEES	
752.7019		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	APR 1984
752 7024	EXECUTIVES	
752.7031 752.7033	PHYSICAL FITNESS	OCT 1989 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	JUL 2014
	ACQUUISITION	
752.7038		OCT 2016
	OR SERVICES	

I.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).

I.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.

I.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.

A family planning project must comply with the requirements of this paragraph.
 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 acceptors of a particular 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

Offero	r:
Have y	ou?
 specifi	Submitted your proposal to DAI in a sealed envelope to the address (electronic or mailing) as ed in General Instructions above?
Does y	our 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