

Solicitation Cover Page

Request for Proposals (RFP)



1. RFP NUMBER 605100.06.15.012.RFP	2. TITLE OF SOLICITATION Filing and Archiving Training	3. DATE SOLICITATION ISSUED 23 April 2015
4A. PROPOSAL SUBMISSION DATE/TIME 29 April 2015; 8:00 AM (EST)	4B. QUESTIONS/CLARIFICATIONS DUE BY 27 April 2015; 8:00 AM (EST)	5. DELIVERY/PERFORMANCE DATES 1 May – 30 July 2015
6A. ANTICIPATED TYPE OF AGREEMENT Firm Fixed Price	6B. PAYMENT TERMS FOR AGREEMENT Based on satisfactory completion of deliverables	6C. GEOGRAPHIC CODE 937

7. OFFEROR CONTACT INFORMATION *(TO BE COMPLETED BY THE OFFEROR)*

NAME _____

ADDRESS _____

POINT OF CONTACT _____

E-MAIL _____

TELEPHONE / FAX _____

WEBSITE _____

8A. MSI ISSUING OFFICE

Management Systems International, Inc.
200 12th Street Suite 1200, Arlington, VA 22202
Contracts POC: Gabriel Anaya
E-mail : contracts@msi-inc.com

8B. ADDRESS FOR SUBMISSION OF PROPOSALS

Management Systems International, Inc.
Attention: Gabriel Anaya (electronic submissions only)
E-mail : contracts@msi-inc.com

9. MSI CLIENT **Counterpart, Inc.**

9A. PRIME CONTRACT/TASK ORDER #
AID-268-A-13-00002-MSI

9B. MSI PROJECT NAME
BALADI CAP

9C. PLACE OF PERFORMANCE / DELIVERY
Lebanon

10. PROPOSAL SUBMISSION, ACCEPTANCE AND ELIGIBILITY

ELECTRONIC SUBMISSIONS MUST BE RECEIVED AT THE ADDRESS SPECIFIED BEFORE THE DATE/TIME DUE SET FORTH ABOVE. PROPOSALS RECEIVED AFTER THAT TIME OR AT A DIFFERENT LOCATION MAY NOT BE ACCEPTED. OFFERORS MUST BE TECHNICALLY QUALIFIED, FINANCIALLY RESPONSIBLE AND OTHERWISE ELIGIBLE FOR RECEIPT OF AN MSI CLIENT-FUNDED AWARD.

ALL PROPOSALS AND DELIVERY DATES SHALL BE VALID FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE SET FORTH ABOVE IN BLOCK 4A, UNLESS OTHERWISE CLEARLY SPECIFIED BY OFFEROR.

11. BUSINESS STATUS AND REGISTRATION *(TO BE COMPLETED BY THE OFFEROR)*

DUNS# _____ TAX ID _____ NATIONALITY OF OWNERSHIP _____

OFFEROR CERTIFIES THAT THEY ARE:

- U.S. LARGE BUSINESS U.S. NON-PROFIT ORGANIZATION
 GOVERNMENT OWNED OR AFFILIATED NON-U.S. BUSINESS REGISTERED IN THE SAM ([WWW.SAM.GOV](http://www.SAM.GOV))
 OTHER (SPECIFY) _____

IF U.S. SMALL BUSINESS, INDICATE TYPE (CHECK ALL THAT APPLY):

- APPLICABLE NAICS CODE(S) _____
 SMALL WOSB SDB HUB ZONE VOSB SDVOSB HBCU ANC & INDIAN TRIBE

12. ACKNOWLEDGEMENT OF MODIFICATIONS

OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING SOLICITATION MODIFICATIONS: _____

OFFERORS MUST PROVIDE WRITTEN ACKNOWLEDGEMENT OF THEIR RECEIPT OF ALL MODIFICATIONS.

13A. AGREEMENT

BY SIGNING THIS PROPOSAL, OFFEROR HEREBY CERTIFIES TO THE CURRENCY, ACCURACY AND COMPLETENESS OF ALL PRICING INFORMATION, TECHNICAL DATA, DELIVERY DATES, REPRESENTATIONS AND CERTIFICATIONS INCLUDED IN THEIR OFFER AS WELL THE ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS RFP/SOLICITATION. MSI RESERVES THE RIGHT TO MAKE AN AWARD ON THE BASIS OF THIS INFORMATION AND PROPOSAL WITHOUT FURTHER DISCUSSIONS.

13B. SIGNATURE OF OFFEROR'S REPRESENTATIVE _____

NAME & TITLE OF REPRESENTATIVE _____

DATE _____

Section B

INSTRUCTIONS TO OFFERORS SUBMITTING PROPOSALS

1. INTRODUCTION & GENERAL BACKGROUND

Management Systems International (MSI) is a Washington, D.C.-based development firm founded in 1981 with a corporate commitment to improving public sector management in the U.S. and abroad. MSI's technical expertise includes implementation of a range of analytical and field projects in results-based management, including strategic planning and program performance monitoring and reporting, monitoring and evaluation, policy implementation, institutional development, and training. MSI is part of Coffey International Ltd., a global multi-specialist consulting business, headquartered in Australia with more than more than 4,000 people working in more than 80 countries around the globe.

Funded by the United States Agency for International Development (USAID), the four-year Building Alliances for Local Advancement, Development, and Investment – Capacity Building (BALADI – CAP) project aims to build the capacity of up to 50 Civil Society Organizations (CSOs) by enhancing their financial management and internal governance capacity, thereby enabling civil society to serve as lead actors in donor programs and to play a larger role in strengthening civic culture and enhancing democratic governance. The major targeted beneficiaries are BALADI sub-implementers as well as local CSOs that are selected for participation in current or future programs and may become direct recipients of USAID funding.

2. SPECIFIC REQUIREMENT & RFP SECTIONS

MSI seeks to acquire services for conducting a standardized training and several on-the-job trainings on Filing and Archiving to a select group of BALADI CAP CSO partners.

The purpose of this Solicitation is to request proposals from qualified offerors to provide these services, as set forth in Section C.

This RFP includes seven sections:

- SECTION A – Solicitation Cover Page (TO BE COMPLETED BY OFFEROR)
- SECTION B – Instructions to Offerors
- SECTION C – Statement of Work
- SECTION D – Sample MSI General Provisions for a resulting Award
- SECTION E – Sample MSI Special Provisions for a resulting Award
- SECTION F – Budget Template (TO BE COMPLETED BY OFFEROR)
- SECTION G – Responsibility Questionnaire and Source & Nationality Certification (TO BE COMPLETED BY OFFEROR)

3. TYPE OF AWARD AND PERFORMANCE/DELIVERY

MSI anticipates awarding a Firm Fixed Price Subcontract for the services detailed in Section C though other types of subcontracts may be employed if required. All services must be completed within scheduled time as provided in Box 5 of the Solicitation Cover Page.

4. SPECIFICATIONS AND SOURCE SELECTION

MSI will conduct source selection for potential award of the required supplies and/or services. The award will be made on the basis of the criteria set forth in Article 7, below. In order to be considered for award, offerors must respond to the requests and requirements of this Solicitation.

5. CONTENT & FORMAT OF PROPOSALS

In order for MSI to conduct the most efficient and thorough analysis of proposals received, offerors are requested to submit the technical proposal in a separate file from the price proposal.

TECHNICAL PROPOSAL must be formatted as follows:

- a) A Letter of Transmittal & Commitment (one page) including a description of the Offeror's firm, confirmation of Offeror's willingness to comply with MSI's General and Special Provisions (SECTION D and E); Offeror's primary point of contact, Offeror address and telephone numbers. The letter must be signed by a person authorized to bind Offeror's firm and act on behalf of the Offeror;
- b) Determine responsibility and complete necessary certifications as required by MSI's Client – complete Section G.

- c) Technical Proposal including, at a minimum, the following elements:
1. General Description of your Firm (maximum 2 pages) – demonstrating your firm’s overall products/services and capabilities to meet the terms of this Solicitation
 2. Past Performance of your Firm (maximum 2 pages) – Include a project list of recent (during the past five years) awards involving Filing and Archiving training and technical assistance for Companies funded through USAID, another U.S. government entity, or another international donor agency and past performance references for at least three recent, relevant awards. The project list and past performance reference must be included as an Addendum to the Technical Proposal. The information provided must include:
 - i. Number and name of the contract (if any) and a brief description of the services/supplies provided;
 - ii. Clients’ name, address and Web site address (if available); and
 - iii. Current contact information (name, telephone number and email address) of a responsible client technical representative, who can comment on the Offeror’s services.
 3. Personnel (no maximum page count on CVs submitted as part of your offer): Please provide CVs of the staff and outside consultants your firm proposes to conduct the Filing and Archiving training and the OJTs. Trainers should have the following minimum qualifications:
 - i. Demonstrable knowledge of Lebanese CSO modes of operations
 - ii. 5+ years of experience providing training in Filing and Archiving
 - iii. 2+ years of experience providing training on Filing and Archiving to clients in the development field
 - iv. Bachelor’s degree in Archiving, Library Management or a related field
 - v. Fluency in English and Arabic
 4. Technical Approach: Please provide your technical approach for completing the Filing and Archiving trainings and OJTs, including the content of the training and proposed agenda. You must respond to ALL of the requirements described in Section C, Statement of Work.

PRICE PROPOSAL

Please provide a detailed price itemization or a commercial price proposal in Lebanese Pounds, using the Budget Template in SECTION F, including any additional cost items that the Offeror wishes to propose.

The Price Proposal must be submitted separately from the Technical Proposal.

Offerors will not be reimbursed for any costs incurred in connection with the preparation and submission of a proposal.

6. GUIDELINES & NOTICES FOR PROPOSALS

The following conditions, guidelines and notices are included to assist each offeror in preparing a competent proposal and should be reflected in each quotation submission.

Source & Nationality

The USAID authorized geographic code for the procurement of goods and services under MSI’s contract is 937. This code includes the United States and select low and middle income Developing Countries. A current list of eligible countries and further information on Source and Nationality may be found at <http://www.usaid.gov/policy/ads/300/310.pdf>.

Offerors must agree that no services will be rendered through a service provider in any foreign policy restricted country. Offerors must also complete the “Source, Nationality, and Availability for Purchase” certification included in Section H in order to be considered for award.

Language

Offerors shall provide technical, operating and warranty service documentation in English.

No Obligation to Award

MSI may reject any or all offers or not award a contract under this RFP if such action is in the best

interests of MSI, its Client, or the Host Country. MSI may also waive informalities and minor irregularities in offers received, should such actions be in the best interest of MSI, its Client, or the Host Country. The issuance of any contract resulting from this solicitation is subject to the prior approval from MSI's client.

Pricing

MSI requires that all cost/price proposals address the same supplies and services. Offerors should complete and return the price proposal in the format provided in Section F. Prices are to be valid for at least ninety (90) calendar days from the date of their proposal. Pricing must include all applicable taxes and fees.

Offeror should separately mark any recommended options not specifically addressed or required in Section C or else wherein the RFP. Offerors shall note any exceptions to the specifications listed in Section C and provide alternate quotations.

Fixed Pricing

MSI anticipates issuing a Fixed Price Contract as a result of this solicitation. Should a fixed price subcontract be issued, the only circumstance under which MSI will accept any price changes from what is included in the Offeror's proposal, or will accept additional charges beyond what is included in the proposal, is if MSI modifies the requirements in writing to all prospective offerors. Please answer all questions in the RFP that cover all components the Offeror will be proposing on. Otherwise, MSI understands that there are no additional costs associated with those services. Please provide explanations/assumptions where necessary to help us develop a better understanding of pricing.

Terms of Payment

Unless otherwise specified, payment for the awarded Agreement shall be based on a schedule related to the work plan developed at the time of issuing the award.

Technical Compliance

Offerors are required to review and confirm to the requirements as presented in Section C, "Statement of Work". In their proposal, offerors shall ensure that responses use plain language, are concise and unambiguous, are quantitative, and deliver full information. Offerors should not hesitate to volunteer additional information if it is useful to this process.

7. EVALUATION CRITERIA FOR AWARD

Proposals received from responsible Offerors in a timely fashion will be evaluated for award on the basis of their best overall value to MSI's Client and, if applicable, the designated Host Country Counterpart Organization/Recipient. Best Overall Value will be determined by an MSI Selection Committee on the basis of the criteria set forth below, as demonstrated in the Offeror's proposal. Only proposals conforming to the solicitation requirements will be considered. The evaluation criteria that will be used to evaluate submitted proposals are listed below in descending order of importance.

<p>Responsiveness of the Technical Approach (Maximum 45 points)</p>	<p>For the technical proposal, the evaluation will consider:</p> <ul style="list-style-type: none"> a) The relevance of the content presented in the proposal for Filing and Archiving Training; b) The clarity, completeness, and practicality of the overall approach for completing the Filing and Archiving training as well as the on-the-job trainings; c) The offeror's capacity to develop training materials, tools, working templates and handouts on Filing and Archiving d) he offeror's capacity to develop training exercises and a checklist of tasks that trainees should complete at the end of training; e) The offeror's capacity to conduct on-the-job training for CSOs; and f) The offeror's capacity in managing events and logistics.
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Offeror's Past Experience and Implementation of Similar Assignments (Maximum 35 points)	MSI considers past success in conducting similar activities as required for this activity. The proposal will be evaluated on the Offeror's experience in conducting Filing and Archiving trainings and OJTs funded through USAID, another US government entity or another international donor agency. This will also be evaluated based on past performance references for at least three recent, relevant awards.
Personnel Qualifications (Maximum 20 points)	The proposal will be evaluated on the qualifications of proposed personnel to conduct the Filing and Archiving Training and OJTs. The Offeror is required to include the CV of the trainer and those responsible for providing the OJTs, indicating clearly their specific experience in this field.

8. SUBMISSION OF PROPOSALS

Proposals are to be submitted to the person of contact mentioned in Box 8A of the Solicitation cover page by the date and time mentioned in Box 4A. All proposals submitted via e-mail must state in the subject line **"RFP No. 605100.06.15.012.RFP, Proposal Documents."** Proposals received after the due date may not be considered.

Submissions by Facsimile will not be accepted. Offeror's proposals should not contain any unnecessary promotional material or elaborate presentation formats (black and white is preferred). Offeror's standard technical specifications are preferred.

Recipients of this Solicitation that elect not to respond with a proposal should not return this Solicitation. Instead they should advise MSI by email whether they want to receive future solicitations for similar requirements. If a recipient does not submit a quotation and does not notify MSI that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

9. QUESTIONS

Requests for clarification and questions regarding this Solicitation must be addressed in writing (via e-mail) to person of contact mentioned in Box 8A of the Solicitation cover page. Requests for clarifications and questions received by MSI may be forwarded to all participating Offerors.

10. CONFIDENTIALITY OF INFORMATION

Information pertaining to MSI, USAID and USAID's partners obtained by the Offeror as a result of participation in this RFP is confidential and shall not be disclosed at any time without prior written authorization from MSI's authorized representative.

11. MODIFICATION AND WITHDRAWAL OF RFP

MSI reserves the right to modify by written notice the terms of this RFP at any time in its sole discretion. MSI also reserves the right to withdraw this RFP at any time—with or without statement of cause—prior to actual award.

Section C

Statement of Work & Pricing Table

1. OBJECTIVES

The winning offeror shall conduct a primary training and several on-the-job trainings on Filing and Archiving to a select group of BALADI CAP CSO partners.

The training is designed to improve participants' skills in:

- Conducting proper filing at CSO partner headquarter offices; and
- Archiving existing files for easy retrieval.

2. METHODOLOGY

To accomplish the training objectives set out above, the following activities will be performed by the winning offeror:

1. In preparation for the training, conduct at least one meeting with the BALADI CAP Chief of Party (COP) and project team.
2. Customize "Filing and Archiving" training tools for CSOs:
 - a. Prepare all necessary templates based on course outline and objectives; templates are to be used by trainees/participants during the exercise.
 - b. Prepare training program outline, materials and handouts in Arabic
 - c. Submit for approval to the BALADI CAP COP a training program outline, and training material and handouts. Adjust these documents based on feedback.
3. Deliver a customized training on "Filing and Archiving" to an estimated 15 participants. Training will take place at Padova Hotel in Sin EI-Fil and will be scheduled in coordination with the participant organizations and BALADI CAP team.
4. Conduct pre- and post- test assessments of trainees' skills and competencies for the general trainings and submit the results in a written report to the BALADI CAP COP.
5. Provide a total of 10 days of on-the-job trainings (OJTs) for approximately 4 CSOs. The offeror will provide direct, hands-on assistance to CSO staff to implement systems of filing and archiving at their home offices. Each OJT will take between two to four hours and will take place in Beirut, Byblos or Southern Lebanon.

3. DELIVERABLES

The winning offeror shall submit the following deliverables to the BALADI CAP COP:

1. Detailed, customized training materials, tools, working templates and handouts for "Filing and Archiving Training", to be approved by the BALADI CAP COP.
2. Templates for training exercises and a checklist for tasks that trainees should complete by the end of the workshop.
3. Agendas and materials from the training events.
4. Signed attendance sheets from the standardized training as well as OJTs

4. TIMING AND ACCEPTANCE OF REPORTS

The training shall be completed by May 30, 2015, and the OJTs by July 30, 2015. The exact timing of the training will be decided in consultation with BALADI CAP implementing partners.

The winning offeror shall meet and abide by all approval and security requirements for its personnel performing under the contract that may be required by MSI and/or USAID.

Section D

Sample General Provisions

This Order is funded under a contract between MSI's Client and MSI, Inc. The Subcontractor agrees they will not engage in any activities that conflict with delivering the required items and services, will exercise fiscal responsibility to the best interest of MSI and MSI's Client, will pass on any retail discounts obtained in delivering the required items and services, have provided all cost/pricing data which is current, complete and accurate (as of the date of this award) for MSI to determine price reasonableness, will comply with all applicable national, state regional and local laws and regulations, and are not affiliated with any Government office or agency (except as noted on the award cover page).

- 1. ENTIRETY OF AGREEMENT.** This Agreement constitutes the entirety of the Agreement between MSI and the Subcontractor (the Parties) and contains all of the covenants, stipulations, provisions and conditions agreed upon by the Parties. All work performed and all payments authorized under previous letters of authorization/letters of intent (if any) issued for this activity are hereby incorporated into and superseded by this Agreement.
- 2. INDEPENDENT RELATIONSHIP.** Nothing in this Order shall be construed as creating anything other than an independent contractor/subcontractor, buyer/vendor relationship between MSI and the Subcontractor. Subcontractor is responsible for payment of their income and social benefits taxes, rent, customs & license fees, VAT, shipping, insurance, all other costs of doing business and all of its suppliers' costs.
- 3. ASSIGNMENT/NOVATION.** Subcontractor will not transfer or assign this Agreement, its right to monies due or to become due, or any rights or obligations hereunder, to any entity without prior written consent of the MSI Director of Contracts or his authorized representative, which shall not be unreasonably withheld. No assignment, novation, or any other delegation of responsibility, with or without MSI's consent, shall relieve Subcontractor of any of its obligations under this Agreement or prejudice any of MSI's rights against Subcontractor whether arising before or after the date of any assignment.
- 4. PROFESSIONAL CONDUCT.** Subcontractor agrees to conduct themselves in a professional manner at all times in the performance of this Agreement and shall not engage in any activities that may reasonably be construed as illegal, immoral or constituting a poor reflection on MSI or MSI's Client.
- 5. INDEMNIFICATION.** Subcontractor shall defend and hold harmless MSI against any claims, loss, damage or injury arising directly or indirectly from the Subcontractor's errors, acts, omissions or misconduct. Subcontractor further warrants the quality of the required Supplies & Services meet generally accepted professional standards of merchantability in the United States. Subcontractor warrants the safety of all equipment and agrees to bear all responsibility and liability for its failure and/or cause of injury. Less than full performance will result in an equitable decrease in the fixed price.
- 6. INSPECTION, ACCEPTANCE & RECEIPTS.** All equipment, materials, supplies, software, and services provided hereunder are subject to acceptance by the MSI Project Representative. Equipment, materials, services and supplies that are not found reasonably satisfactory to MSI or fail to meet normal professional standards will be rejected by MSI or promptly corrected by the Subcontractor (at the sole discretion of MSI), and an equitable adjustment made by the MSI Contracts Representative.
- 7. WARRANTY.** Subcontractor warrants all supplies/services to be free from all materials defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Subcontractor agrees to pass on all manufacturers' warranties to MSI. All items shipped and under warranty must be accompanied by valid shipping & warranty documentation.

8. **LIENS.** Subcontractor agrees to deliver/provide the products/services specified in this Agreement to MSI free and clear of all liens, claims, and encumbrances.

9. **DATA RIGHTS AND OWNERSHIP.** Subcontractor understands and agrees that MSI shall have and may permit others, including but not limited to government agencies of the United States and other foreign governments, to have unlimited, irrevocable, non-exclusive use to any and all data, publications, scripts, graphics, videos and software produced and/or delivered with funding from this Agreement. Furthermore, Subcontractor shall defend, indemnify, and hold harmless MSI against all claims, suits, costs, damages, and expenses that MSI may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, MSI may withhold any sums due the Subcontractor under this agreement.

10. DELIVERY AND VARIATION IN QUANTITY

A. Subcontractor shall be responsible for performance of the Services and delivery of the Supplies at the place(s) specified on the Award Cover Page. All risk and cost incurred prior to delivery and MSI final acceptance shall be for Subcontractor's sole account. If under this Agreement translation services, printing, or other high volume quantity services or supplies, are required, a variation of +/- 10% of the cited quantities may be authorized by MSI at the same unit rate by written agreement.

B. If the Services are not performed and/or Supplies are not delivered in a timely manner, and in all respects, in accordance with the Agreement, Subcontractor may be required to reimburse MSI for any loss or expense incurred by MSI that may result. Subcontractor shall be deemed conclusively to have authorized MSI to deduct any such amount(s) from payment(s) otherwise due.

11. **CHANGES.** MSI may change the quantity and content of the required supplies and services by written notice from the MSI Director of Contracts or his designee, subject to equitable adjustment in accordance with current market conditions, price reasonableness, fairness, and if the U.S. Government is the Client, the Federal Acquisition Regulation (FAR). All amendments to this Agreement shall be in writing.

12. PRICE, BEST PRICE, NON-COLLUSION AND CERTIFICATION OF COST OR PRICING DATA.

Unit prices and extended prices under fixed-price agreements are firm, fixed, all-inclusive total prices covering performance of all of the Subcontractor's obligations pursuant to this Agreement. Subcontractor certifies they have provided their Best Price to MSI and that no other Contractor/Buyer has received a lower price for comparable services or volume of similar supplies. Subcontractor also certifies they have not discussed or agreed with any party to charge higher prices to MSI, and that all cost and pricing information provided for this Order is current, accurate and complete.

13. **SUBCONTRACTING.** Prior written consent of the MSI Director of Contracts or his authorized representative is required for obtaining services of lower-tier subcontractors. Costs for lower-tier subcontracts who have not received prior written approval in accordance with this clause will not be allowable. Inclusion in the Subcontractor's budget or proposal does not constitute request or approval of lower-tier Subcontractors.

14. INVOICING & PAYMENT

A. Invoices and payments shall be in the currency specified on the Award Cover Page. Subcontractor shall submit proper invoices - for services performed and/or supplies that have been successfully delivered and accepted in accordance with any directions stipulated in the Statement of Work, Payment Schedule, or Block 5 of the Award Cover Page, and, to the extent not specified therein, with the provisions of this Article - to the address listed in Block 8.A of the Award Cover Page.

B. Invoice Requirements. Subcontractor shall submit an invoice to the Person listed in Block 8.A of the Award Cover Page. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information:

- (1) Subcontractor name, invoice date, and delivery date for services;
- (2) Complete account and bank SWIFT number, if payment by means of electronic funds transfer

is preferred.

- (3) MSI's Agreement number & the Client Prime Contract Number
- (4) Description of each type of Delivered Services and Supplies, together with the applicable Unit Price and extended line item price;
- (5) Itemization of hours being invoiced (FPLOE agreements);
- (6) Invoices and vouchers for all travel & per diem expenses (FPPE);
- (7) The following certification, signed by an authorized official of Subcontractor:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that (i) the invoice has been prepared from Subcontractor's books and records and in accordance with the terms of the cited Agreement, is correct, the sum claimed is proper and due and has not been claimed or paid before, the services have been performed and supplies delivered, the quantities and prices specified are consistent with the Agreement, and all necessary MSI approvals have been obtained, and (ii) appropriate refund to MSI will be made promptly upon request in the event of disallowance of any portion of the invoice, pursuant to the terms of the Agreement.

By: _____ Title: _____ Date: _____

- C. The certified invoice shall be accompanied by such other documentation as may be requested by MSI. Subcontractor shall identify each invoice by sequential numbers, and the final invoice shall be marked "Final Invoice". Advance payments are not authorized without the express written permission of the MSI Director of Contracts. Subcontractor shall keep records sufficient to substantiate all labor, payroll and lodging costs and expenses claimed. All work performed under this Agreement shall be supported by time records, which shall be maintained by Subcontractor and subject to review by MSI and Client.
- D. MSI will promptly review invoices submitted to determine whether they are proper invoices or not. Invoices determined to be proper will be paid by MSI upon final acceptance of the supplies and services supplied. Invoices determined not to be proper due to the existence of deficiencies will be returned to Subcontractor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, MSI may, in its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.
- E. In the event that the Client or any other cognizant agency (i) disallows any cost for which MSI has reimbursed Subcontractor hereunder or (ii) reduces the cost or fee payable to MSI under its Prime Contract as a result of (a) any defective cost or pricing data submitted by Subcontractor or (b) any adjustment disclosure requirement applicable to Subcontractor, Subcontractor shall promptly pay MSI the amount of such disallowances or reductions. MSI maintains the option to withhold such amounts from other sums due and payable to Subcontractor.
- F. Unless otherwise provided for in Block 5 of the Award Cover Page, payment will be made within 15 days after receipt of a properly supported invoice and satisfactory completion of the required Supplies and Services, subject to MSI receipt of payment from its Client.

15. LIMITATION OF LIABILITY. Neither party shall be liable to the other for any type of consequential damages even if they have been advised of the probability of its occurrence. Subcontractor shall be liable for any and all third party claims for injury, loss or damage arising against the Subcontractor and/or MSI as a result of the Subcontractor's work, errors, acts, omissions or misconduct hereunder.

16. DISPUTES. Conflicts and disputes arising from performance of this Order shall be decided by the MSI Contracts Director according to principles of fairness & equitable adjustment. Unsettled disputes involving more than US\$3,000 shall be subject to the UNCITRAL Rules for Arbitration for resolution at a location at the discretion of MSI. This Order is not subject to Labor or Tax Courts.

17. NOTICES

- A. Notices from MSI shall be in writing, signed by the MSI Director of Contracts or his designee, and sent by electronic mail with return receipt or by recognized, prepaid express courier (with confirmation receipt). In all cases, notices to MSI shall be addressed to the MSI individuals mentioned on the Award Cover Page, and must clearly list the Agreement Number and the MSI

Project Number, as specified on the Award Cover Sheet.

- B. Notices transmitted orally may be provided in advance, provided that a written notice is promptly transmitted in accordance with paragraph A above. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.
- C. In addition to the individuals named on the Award Cover page, notices may also be sent to MSI at the following address:

Kenneth Kinzer, Director of Contracts
Management Systems International, Inc.
200 12th Street South
Suite 1200
Arlington, VA 22202 USA
Tel: (+1 703) 979-7100 Fax: (+1 703) 979-7101
E-mail: contracts@msi-inc.com

- 18. FORCE MAJEURE.** Subcontractor shall not be liable by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subcontractor. Such cases may include, but are not restricted to, acts of God (e.g., earthquakes, drought, tidal waves and floods), acts of government or other authorities, fires, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of its suppliers. In the event of Force Majeure, Subcontractor shall notify and consult with MSI as soon as reasonably practicable, mitigate the effect(s) of the delay, and at all times take all steps consistent with sound operating practices (but without incurring unreasonable additional costs) to comply with and prevent the delay from affecting the performance of the Subcontractor's obligations under this Agreement.
- 19. TERMINATION & CANCELLATION.** This Agreement may be terminated immediately by MSI for default or for any reason by the MSI Director of Contracts or his designee giving 5 days advance, written notice. In such cases, an equitable adjustment to the subcontract price shall be made for all work successfully completed to date. MSI may also, by provision of written notice to Subcontractor, cancel without charge either (a) the Agreement in its entirety or (b) an individual item or quantity of supplies or incidental services, prior to delivery. This agreement shall be terminated for cause should it be determined by MSI that Subcontractor offered or gave a gratuity (e.g. entertainment, gift, services or money) to any MSI employee or other persons responsible for or connected to those responsible for the decision to award this agreement or the acceptance of performance under this agreement and that gratuity was intended to obtain this award or favorable treatment during performance of the award.
- 20. GOVERNING LANGUAGE.** This Agreement was authored and intended to be construed in the English Language. In the event all or any part of this Order is provided to the Subcontractor in a language other than English and there is an ambiguity, misunderstanding or dispute between the versions, then the English language version shall take precedence.
- 21. PROHIBITION AGAINST TERRORIST FINANCING.** U.S. law and specifically Executive Order #13224 prohibits the Subcontractor from engaging in transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the Subcontractor's responsibility to ensure compliance with these Laws and Executive Orders and to report to MSI any suspected terrorist associations. This provision shall be required of all lower-tier suppliers. (E.O. 13224 text available at: <http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf>.

Note: you are required to obtain updated information at the time of procurement of goods or services. The updated information is available at: <https://www.sam.gov/portal/public/SAM/> and http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.
- 22. CERTIFICATIONS, ADDITIONAL TERMS AND CONDITIONS.** This Agreement may contain Special Provisions and Client-required clauses applicable to the Subcontractor under this Agreement. The Subcontractor agrees to comply with the Special Provisions and project-specific client-required provisions (if any) set forth in Annex C, Special Provisions and Annex D, Specific Client-Required

Provisions.

The following clauses are applicable if MSI's client is the United States Government:

- 23. BRANDING AND MARKING.** Subcontractor shall comply with the requirements of any Client-mandated Branding and Marking policy, such as the USAID “Graphic Standards Manual” (available at www.usaid.gov/branding) or any branding implementation plan or marking plan for USAID-funded Contracts or Assistance Awards. Subcontractor shall confirm any Branding and Marking requirements with MSI. The Subcontractor must include this requirement in all lower-tier subcontracts and sub-awards.
- 24. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.** Under Executive Order #13513, the Subcontractor is encouraged to adopt and enforce policies that ban text messaging while driving. Further information can be found in the Federal Acquisition Regulations, Clause 52.223-18, located at https://acquisition.gov/far/current/html/52_223_226.html#wp1188603.
- 25. VOLUNTARY POPULATION PLANNING ACTIVITIES**
- 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.
- 26. USAID DISABILITY INITIATIVE** In accordance with USAID's policy on disability (copy here: http://transition.usaid.gov/about_usaid/disability/), MSI requires that the Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Initiative in performance of this contract.
- 27. DEBARMENT, SUSPENSION, INELIGIBILITY, AND OTHER RESPONSIBILITY MATTERS.** Subcontractor certifies by acceptance of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency.
- 28. COMBATTING TRAFFICKING IN PERSONS.** The Subcontractor shall comply with the clause of the Federal Acquisition Regulation 52.222-50, entitled; “Combating Trafficking in Persons” is incorporated herein by reference and is available at https://acquisition.gov/far/current/html/52_222.html#wp115184.

Section E.1

Sample Special Provisions: Intellectual Property

SUBCONTRACTOR shall provide the required data, information, software, supplies and services in a professional, competent and qualified manner so as to ensure the fulfillment of MSI and MSI Client requirements. The Subcontractor expressly understands and agrees that the intent of MSI's Client is to permit public use and access to the information and data gathered and developed under this Agreement, including software, radio scripts, posters, brochures, and publications. Accordingly, the Subcontractor shall provide, for the consideration set forth herein, all data, information, software, and intellectual property of any kind that is a required deliverable under this Agreement and/or is developed for the first time in whole or in part under this Agreement to MSI and its Client and any designee, with an irrevocable, fully paid-up, non-exclusive, royalty free, unlimited, unrestricted (except for sale) license to use and distribute free of charge.

SUBCONTRACTOR expressly understands and agrees to provide supplies and services as well as personnel and equipment that comply in all respects with the following special conditions of performance:

- A. The SUBCONTRACTOR represents and warrants that all software models, instructions, applications, licenses, radio scripts, posters, brochures, and publications that become a part of any deliverable hereunder are properly authorized for unlimited, unrestricted use (as described above) by MSI and MSI's Client;
- B. All Subcontractor personnel with access to MSI data, information and intellectual property shall have received proper and adequate background & security investigations (when required) and shall be fluent in languages necessary to properly communicate with MSI staff, each other, and participants;
- C. Subcontractor shall immediately, and in advance when possible, notify MSI of any form of actual or potential misconduct, improper behavior, abuse, unlawful behavior and/or negligence that could reasonably be construed as potentially or actually dangerous, illegal or improper and shall take all reasonable steps to assist in avoiding injury, harm or misconduct, without recourse for MSI approval, if such advance approval is impractical. MSI hereby authorizes this prompt action and rapid response.
- D. All intellectual property, in written, graphic and electronic formats, shall be properly proofed by at least two qualified individuals prior to submission in final form. All software shall include source code. All written material shall be properly copyrighted in order for its proper use by MSI and MSI's Client, as required above;
- E. All software, radio scripts, posters, brochures, and publications shall be adequately safeguarded by the Subcontractor to prevent unauthorized disclosure to any third party or organization other than MSI. Subcontractor understands that improper, premature disclosure of translated materials may result in serious harm. As a result, any such improper or unauthorized disclosure may result in MSI assessing liquidated damages in an amount equal to the approximate cost of correcting any damage to public, governmental, Client or international sentiment and goodwill. This amount shall not exceed US\$25,000;
- F. Subcontractor shall return all MSI information, data, and intellectual property materials utilized and created under this Agreement to MSI at the completion of each assignment;
- G. Subcontractor shall save and defend MSI against any third party claims resulting from Subcontractor's copyright infringement(s);
- H. All published and recorded material must be proofed, reviewed and approved by MSI before release of any kind. All published material shall include a text legend provided by MSI that is to be included in the publication. The legend will be similar to the following:

"The contents of this publication may be reproduced in whole or in part without permission provided: (a) the material is distributed free of charge; (b) credit is given to MSI and MSI's funding source (where mentioned), and; (c) this restrictive legend is included in full. The findings, opinions and views expressed in this publication do not necessarily represent those of Management Systems International (MSI) or any MSI Client."

Section E.2

Sample Special Provisions: Training Services

Subcontractor shall provide the required facilities, courseware, equipment, staff and services (professional and non-professional) to provide the required training set forth on the Award Cover Page and in SECTION C, Statement of Work and as directed by MSI.

The Subcontractor shall provide the required training, courseware supplies, audio visual presentations, speakers, lecterns, translators, data, materials and other services in a professional manner consistent with U.S. professional educational standards and subject to final acceptance of the designated MSI representative.

The Subcontractor expressly agrees to the following:

1. **Familiarization.** Subcontractor shall review for understanding all Presentations, Schedules, Courseware Requirements, Menus, etc., provided by MSI and immediately notify MSI of any uncertainty or potential conflict;
2. **License.** Subcontractor warrants that all data, software and courseware materials provided by Subcontractor are properly licensed for use in the required training and that payment of any royalty fees has been included in the fixed price. MSI may unilaterally reduce the price to cover any unforeseen royalty, license or user fees properly due as a result of this training;
3. **Protection of MSI Property.** Subcontractor agrees to provide adequate safeguards, including liability and theft insurance, for the protection and care of MSI property used in the training presentations;
4. **Restricted Sources.** Subcontractor agrees not to use any personnel, equipment or courseware materials that are from or have passed through any of the U.S. foreign policy restricted countries (Syria, Iran, Cuba & North Korea);
5. **Schedule.** In cooperation with any MSI Counterpart and any other Subcontractors, the Subcontractor shall maintain the agreed upon MSI Schedule for executing and completing the work according to the format specified by MSI, and submit the schedule status for periodic approval;
6. **MSI & Training Staff.** Subcontractor shall cooperate with all MSI training staff, including the course providers, speakers and any special guests. Subcontractor shall comply with all directions and instructions given by the MSI Representative and report any conflicts or potential problems to MSI.
7. **Liability.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any type of incidental or consequential damages arising for any reason. In addition, neither party shall be liable to the other for third party losses, damage or claims arising from causes outside of its respective control.

This Agreement is issued under the Prime Contract specified in Block 9A of the Award Cover page. To the extent applicable, all of the provisions set forth in full and by reference in the prime contract are hereby incorporated by reference into this Agreement. A copy of these provisions is available upon request from MSI.

Section F
Budget Template

1. Personnel: Salaries, Wages and Fringe/Benefits				
Name/Title	Unit Type	Cost per Unit	No. of Units	Total Cost (Lebanese Pounds)
Total Personnel Salaries, Wages and Fringe/Benefits				
2. Equipment/Supplies (specify in detail)				
Total Equipment/Supplies				
3. Other Direct Costs (ODCs)				
(e.g., Activities, Office Rent, Communications, Internet, Printing/Photocopy etc.)				
Total Other Direct Costs (ODCs)				
Total Costs:				
Sales Tax:				
TOTAL PROJECT COSTS:				

NOTES:

The cost of venue and production of training material will be covered directly by the BALADI CAP project.

The cost of transportation for the OJTs should be included.

Prices must be quoted in Lebanese Pounds.

Prices should be net after deduction of any offered discounts.

All applicable taxes, if any, should be separately listed in the quotation per item.

Section G

Responsibility Questionnaire and Source & Nationality Certification

Responsibility Questionnaire

Offerors are required to demonstrate that they are responsible. Responsibility is determined in a number of ways. Please complete the following sections as they apply to your firm and the subject procurement.

- Providers of Commercial Off-The-Shelf commodities available for immediate purchase, with a value of not-to-exceed US\$ 25,000, please skip to **Source, Nationality, and Availability for Purchase** certification.

SECTION A: SAM REGISTERED OFFERORS

Is your company registered with the U.S. Government System for Award Management at www.sam.gov?

- YES NO

If **YES**, please complete number 1 and 2 below. If **NO**, please continue on to Section B.

1. DUNS #: _____
2. Is the information listed for your firm on the SAM website including the Representations and Certifications **current, accurate, and complete**?
 YES NO

SECTION B: OFFERORS NOT REGISTERED IN SAM

1. Legal Name & Legal address of firm: _____
2. Tax ID: _____ (for applicable countries)
3. List the following for each owner of the firm:
 - a. Name of Owner(s): _____
 - b. Percentage of ownership: _____
 - c. Nationality of Owner(s): _____
4. List the firm's principal areas of business: _____
5. Indicate the percentage of Government Ownership (enter 0 if none): _____
6. Indicate the number of years the firm has been in business: _____
7. List principal clients in last 18 months: _____
8. Demonstration Of Financial Responsibility:
 - a. Demonstrate to the satisfaction of MSI that the firm has adequate financial resources for the activity.

OR
 - b. Provide the following information:
 - i. Average quarterly revenue: _____
 - ii. List the firms bank name and the number of business account the firm holds:

 - iii. Indicate the firm's approximate cash assets: _____

Source Nationality and Availability for Purchase

Offerors are required to submit information regarding the nationality of the firm for both commodities and services (Section A). In addition, for commodity solicitations, the Offeror is required to also provide Source information regarding the commodities required in the solicitation and confirm that they have the commodities available for sale at the time of purchase (Section B).

SECTION A: NATIONALITY OF OFFEROR

This is to certify that the Offeror of the services and/or commodities required in the solicitation is (check applicable box and enter name country which applies):

- A corporation or partnership organized under the laws of the country of _____
- A controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or
- A joint venture or unincorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the % voting power of the corporations: _____

SECTION B

1. SOURCE¹ (FOR COMMODITIES AND SHIPPING SERVICES ONLY)

By signing this form, the Offeror certifies that the SOURCE of the commodities or the shipping services to be provided under this solicitation is _____ (country name).

Note: If the commodities are available for immediate purchase, their source is the country in which the commodities are to be purchased. For example, if computers are available in a store in Indonesia for immediate purchase, the source of the commodities is Indonesian.

2. AVAILABILITY FOR PURCHASE OF COMMODITY

Are the commodities currently available in your store in the requested quantities for **immediate** purchase?

- YES NO

AUTHORIZED COMPANY SIGNATORY

COMPANY	NAME	TITLE
SIGNATURE		DATE

¹ Source means the country from which a commodity is shipped to the Offeror or the cooperating country if the commodity is located in that country at the time of the purchase.