

Solicitation Cover Page

Request for Quotations (RFQ)



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|---|---|---|
| 1. RFQ NUMBER 605100.06.18.019 RFQ | 2. TITLE OF SOLICITATION Graduation certificates frame | 3. DATE SOLICITATION ISSUED 9 OCTOBER 2018 |
| 4A. SUBMISSION DUE DATE/TIME 16 OCTOBER 2018 1300 HRS BEIRUT TIME | 4B. QUESTIONS/CLARIFICATIONS DUE 12 OCTOBER 2018 | 5. DELIVERY/PERFORMANCE DATES November 1, 2018 |
| 6A. ANTICIPATED TYPE OF AGREEMENT FIXED PURCHASE ORDER | 6B. PAYMENT TERMS FOR AGREEMENT 15-30 DAYS AFTER INVOICE | 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.
Al Alam street, Abboud bldg. Badaro, Lebanon
POC: Roula Hobeika
E-mail : rhobeika@msi-lebanon.com

8B. ADDRESS FOR SUBMISSION OF PROPOSALS
Management Systems International, Inc.
Attention: Roula Hobeika E-mail: rhobeika@msi-lebanon.com and Nariman Hadchiti nhadchiti@msi-lebanon.com (electronic submissions only)
Cc: pbhatia@msi-inc.com

9. MSI CLIENT **Counterpart, Inc. through an award from USAID**

| | | |
|--|---|---|
| 9A. PRIME CONTRACT/TASK ORDER # AID-268-A-13-00002-MSI | 9B. MSI PROJECT NAME BALADI CAP | 9C. PLACE OF PERFORMANCE / DELIVERY Beirut, Lebanon |
|--|---|---|

10. QUOTATION SUBMISSION, ACCEPTANCE AND ELIGIBILITY

Vendor is requested to provide quotations for goods/services listed in Annex A, and per instructions therein. All submissions must be received at the address specified by the due date/time in block 4a above. Quotations received late or at a different address may not be accepted. Offerors must be technically qualified, financially responsible, and otherwise eligible for receipt of an MSI client-funded award. All quotations and delivery dates shall be valid for a period of ninety (90) days following the date in block 4a, unless otherwise specified by offeror.

If any person demands/requests consideration in exchange of this RFQ or promises successful selection in exchange for consideration, please inform Ethics@msi-inc.com.

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

DUNS# _____ TAX ID _____ NATIONALITY OF OWNERSHIP _____

OFFEROR CERTIFIES THAT THEY ARE:

| | |
|---|---|
| <input type="checkbox"/> U.S. LARGE BUSINESS | <input type="checkbox"/> U.S. NON-PROFIT ORGANIZATION |
| <input type="checkbox"/> GOVERNMENT OWNED OR AFFILIATED | <input type="checkbox"/> NON-U.S. BUSINESS |
| <input type="checkbox"/> OTHER (SPECIFY) _____ | <input type="checkbox"/> REGISTERED IN SAM (WWW.SAM.GOV) |

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

SMALL WOSB SDB HUBZONE VOSB SDVOSB HBCU ANC & INDIAN TRIBE

12A. CERTIFICATION/ACCEPTANCE:

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

| | |
|--|--------------------------------|
| 12B. SIGNATURE OF OFFEROR'S REPRESENTATIVE | NAME & TITLE OF REPRESENTATIVE |
| | DATE |

Annex A

STATEMENT OF WORK & PRICING TABLE

Management Systems International - BALADI CAP project is looking to procure “graduation certification frames” for its upcoming graduation event in November 2018.

| Item | Generic Description | Qty | Unit Price (LBP) | Total Price (LBP) |
|------|---|-----|------------------|-------------------|
| I | Graduation Certificate Frames, book style, black color  | 55 | | |

*Your price should be excluding VAT

Annex B

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\$10,000 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 https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list.
- 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.
- 23. DISABILITY POLICY.** In accordance with USAID's policy on disability (copy here: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf), 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.

24. NONDISCRIMINATION. MSI is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. MSI policy prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, or any other conduct that does not adversely affect the performance of the employee. MSI encourages organizations performing under its contracts, including those performed solely outside the U.S., to apply these same standards of nondiscrimination.

25. VETERAN AFFIRMATIVE ACTION AND NONDISCRIMINATION. MSI is committed to engaging in affirmative action to increase employment opportunities for protected veterans. For additional information, please contact MSI's Human Resources Department at HR@msi-inc.com.

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

26. NONDISCRIMINATION. FAR part 22 and the clauses prescribed in that part prohibit subcontractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

Subcontractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its subcontractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

The requirements applicable to federal contracts are found in FAR Part 22, "Application of Labor Laws to Government Acquisitions" and the clauses in FAR Part 52.227.

Nondiscrimination against End-Users of Supplies or Services (October 2016)

- (a) USAID policy requires that the contractor not discriminate against any end-user of the contract supplies or services (i.e., the beneficiaries of the supplies or services) in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the supplies or services (benefits) provided through this contract on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this clause is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
- (b) The Contractor must insert this clause, including this paragraph, in all subcontracts under this contract.

27. 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.

28. 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.

29. 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.

30. 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.

- 31. COMBATting TRAFFICKING IN PERSONS.** The Subcontractor shall comply with the clause of the Federal Acquisition Regulation 52.222-50, entitled; “Combating Trafficking in Persons” which is incorporated herein by reference and available at:
https://acquisition.gov/far/current/html/52_222.html#wp115184.

32. CHILD SAFEGUARDING STANDARDS (AIDAR 752.7037, Aug. 2016)

- (a) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor agrees to abide by the following child safeguarding core principles:
 - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (b) The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.

CLAUSES APPLICABLE WHEN THE U.S. GOVERNMENT IS MSI'S CLIENT

33. COMBATTING TRAFFICKING IN PERSONS

Subcontractor shall comply with the clause of the Federal Acquisition Regulation 52.222-50, entitled; "Combating Trafficking in Persons (March 2015)" which is incorporated herein by reference with full text available at:

https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

- (a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause [52.222-50](#)).
- (b) The apparent successful Offeror shall submit, prior to award *and annually for the life of the project thereafter*, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-
 - (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
 - (2) Has an estimated value that exceeds \$500,000.
- (c) The certification shall state that-
 - (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and
 - (2) After having conducted due diligence, either-
 - (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in [52.222-50](#)(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

34. NONDISCRIMINATION (June 2012)

FAR part 22 and the clauses prescribed in that part prohibit subcontractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

Subcontractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its subcontractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

Nondiscrimination against End-Users of Supplies or Services (October 2016)

- (a) USAID policy requires that the contractor not discriminate against any end-user of the contract supplies or services (i.e., the beneficiaries of the supplies or services) in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the supplies or services (benefits) provided through this contract on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this clause is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
- (b) The Contractor must insert this clause, including this paragraph, in all subcontracts under this contract.

35. DISABILITY POLICY

In accordance with USAID's Disability Policy Paper (available in full text at http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf), 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.

36. CHILD SAFEGUARDING STANDARDS (AIDAR 752.7037, Aug. 2016)

- (c) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor agrees to abide by the following child safeguarding core principles:
 - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (d) The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.

37. USAID VOLUNTARY POPULATION PLANNING ACTIVITIES

- A. *Requirements for Voluntary Sterilization Program:* None of the funds made available under this Agreement 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 Agreement 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 Agreement 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. Subcontractor shall insert this provision in all lower-tier subcontracts.

38. USAID REPORTING OF FOREIGN TAXES (July 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of report. The report must contain:
- (1) Contractor name.
 - (2) Contact name with phone, fax number and email address.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the reporting period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause—
- (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) “Commodity” means any material, article, supply, goods, or equipment.
 - (3) “Foreign government” includes any foreign governmental entity.
 - (4) “Foreign taxes” means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: estone@msi-inc.com

- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information, see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

39. 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 Clause 52.223-18 of the Federal Acquisition Regulation, which is available online in full text at:

www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1188603

40. USAID MANDATORY GOVERNMENT CLAUSES

This Agreement was issued pursuant to a Client-issued Prime Contract. Accordingly, it is subject to certain U.S. Government requirements (when the Client is an U.S. Government Agency) set forth in the Federal Acquisitions Regulation (FAR) and (when the Client is USAID) the Agency for International Development Acquisition Regulation (AIDAR). The FAR and AIDAR clauses cited herein are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text. MSI will make the complete text of these clauses available to Subcontractor upon request. Except where a different meaning is obviously intended, all reference to the "Contractor" in such clauses shall be deemed to mean Subcontractor, while "USAID", "the Government," and "the Contracting Officer" shall be deemed to mean MSI. All documentation required from Subcontractor by these clauses shall be submitted to MSI, and all approvals shall be obtained from MSI.

FAR: The following mandatory clause is incorporated, to the extent applicable: 52.225-13 "Restrictions on Certain Foreign Purchases" (Jun 2008). In addition, Subcontractor is required to ensure that it, as well as its lower-tier subcontractors, are not included on the SAM Active Exclusions list and OFAC SDN list or any other list of suspended, debarred or ineligible bidders used by the Client. [Note: See FAR 12.504 for a list of laws that are expressly not applicable to subcontracts at any tier for commercial items.]

41. D&B UNIVERSAL NUMBERING SYSTEM REGISTRATION (Awards of +USD 25,000)

The Vendor is required to obtain a "Data Universal Numbering System" number (DUNS#) from Dun & Bradstreet (D&B) as soon as possible if they do not already have one. Payments will be withheld for goods delivered or services performed until the vendor can provide their assigned DUNS# to MSI.

42. "TRANSPARENCY ACT" REPORTING REQUIREMENTS

The following information will be made public through the U.S. Government if their revenue exceeded USD 300,000 in the previous fiscal year:

- a. Subcontractor's name and address (including congressional district when applicable);
- b. Amount of award;
- c. Funding agency;
- d. NAICS product code of deliverable supply or service/CFDA program number for grants;
- e. Program source;

- f. Award title and purpose of the funding action;
- g. Place of performance (including congressional district if applicable);
- h. Vendor's DUNS number and that of any parent company; and
- i. Total compensation and names of top five executives if annual U.S. Federal Government revenues exceed \$25M and represent 80% of total revenue.

43. INTERNATIONAL AIR TRAVEL REQUIREMENTS

Subcontractor shall receive prior written approval of the MSI Director of Contracts prior to planning or purchase of any international travel under this Agreement. Specifically, MSI is required to obtain prior written consent from the Client for any and all international travel.

Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. International air travel on a foreign-flag air carrier that provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits (commonly known as "Open Skies Agreements") is allowable.

If available, the Subcontractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Subcontractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Subcontractor shall include a statement on vouchers involving such transportation essentially as follows:

"Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]."

The Subcontractor shall include the substance of this clause in each subcontract or purchase under this contract that may involve international air transportation.

44. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (FAR 52.203-17)

This subcontract and employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections as described in FAR 3.908.

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712 (see: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section4712&num=0&edition=prelim>), as described in FAR 3.908.

The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over USD \$250,000.

Attachment C

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.