Request for Proposal (RFP)
No. 101347-001-001-002-503

Afghan Ministry of Higher Education (MoHE)
Quality Assurance Commission
Professional Exchange

A Component of the University Support and Workforce Development Program (USWDP)

July 15, 2016
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<tr>
<th><strong>RFP No.</strong></th>
<th><strong>No. 101347-001-001-002-503</strong></th>
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<tr>
<td><strong>Issue Date</strong></td>
<td><strong>July 15, 2016</strong></td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td>Afghan Ministry of Higher Education (MoHE) Quality Assurance Commission Professional Exchange</td>
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<tr>
<td><strong>Directions for Submission</strong></td>
<td>Please submit technical and cost proposals electronically to <a href="mailto:mweinstein@fhi360.org">mweinstein@fhi360.org</a>.</td>
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<tr>
<td><strong>Purpose of RFP</strong></td>
<td>FHI 360, implementer of the USAID-funded University Support and Workforce Development Program (USWDP) is soliciting proposals for the design and implementation of a two-week professional exchange program exploring best practices in the design and implementation of quality insurance and accreditation processes for public and private universities in Afghanistan.</td>
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<tr>
<td><strong>Deadline for Questions</strong></td>
<td><strong>August 12, 2016, 4:00 pm EDT.</strong> All questions must be submitted in writing via email to: <a href="mailto:mweinstein@fhi360.org">mweinstein@fhi360.org</a>. Questions received will be compiled, answered, and emailed to all vendors.</td>
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<td><strong>Deadline for Responses</strong></td>
<td><strong>August 19, 2016 4:00 pm EDT.</strong></td>
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<tr>
<td><strong>Deadline for Receipt of Proposals</strong></td>
<td><strong>August 26, 2016 5:00 pm EDT.</strong> Late offers will be rejected except under extraordinary circumstances at FHI 360/USWDP’s discretion. Please submit your proposal via email to <a href="mailto:mweinstein@fhi360.org">mweinstein@fhi360.org</a>.</td>
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<tr>
<td><strong>Basis for Award</strong></td>
<td>Award will be made to the Offeror whose final offer represents the best value using a combination of technical/non-cost factors and cost factors. For this procurement, technical merit is more important, and comprises a greater weight (70%) than cost factors, (30%).</td>
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<tr>
<td><strong>Anticipated Award Type</strong></td>
<td>Cost-reimbursable sub-contract</td>
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<td><strong>Period of Performance</strong></td>
<td>October 1, 2016 – March 31, 2017 (Exchange activity would take place in winter 2017)</td>
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<tr>
<td><strong>Minimum Eligibility Requirements</strong></td>
<td>Demonstrated experience in arranging/managing study courses for senior government officials and university staff and faculty from developing countries.</td>
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<td><strong>Payments</strong></td>
<td>Payments will be made by bank wire transfer or check in the name of the vendor with whom the purchase order is signed. No cash payments will be made under this award. Issuance of this RFP in no way obligates FHI 360 to award a purchase order and Offerors will not be reimbursed for any costs associated with the preparation of their bid.</td>
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<tr>
<td><strong>Data Universal Numbering System (DUNS)</strong></td>
<td>There is a mandatory requirement for your organization to provide a DUNS number to FHI 360 before the purchase order is signed. All foreign entities receiving first-tier contracts with a value equal to or over $25,000 and performing work outside the U.S., who do not have a DUNS number, must obtain one prior to FHI 360’s issuance of the award.</td>
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See attached *Certifications* for instructions on how to obtain a DUNS number.

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<tr>
<th>Vetting requirement</th>
<th>Partner vetting after selection will be required for any non-US parties if the award will be equal to or in excess of $25,000, or if the cumulative amount of awards to the vendor is anticipated to reach $25,000. Vendors requiring vetting will be asked to provide detailed information on the officers of the company or organization and this information shall be submitted to the USAID Vetting Support Unit. Award will be made after a vetting determination is received from USAID.</th>
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<tbody>
<tr>
<td>Procurement Ethics</td>
<td>By submitting a proposal, Offerors certify that they have not/will not attempt to bribe or make any payments to FHI 360 employees in return for preference, or in an attempt to affect the results of the award. FHI 360 treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and FHI 360 employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences.</td>
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</table>
| Disclaimers and Protection Clauses | FHI 360/USWDP:  
  • Reserves the right to cancel this solicitation and not make any award  
  • May reject any or all responses received  
  • Reserves the right to disqualify any offer based on Offeror failure to follow solicitation instructions  
  • Will not compensate Offerors for responses to solicitation  
  • Reserves the right to issue award based on initial evaluation of offers without further discussion  
  • Reserves the right to award only part of the activities in the solicitation  
  • Reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition  
  Will contact Offerors to verify the contact person, address and that bid was submitted from the Offeror |
I. BACKGROUND

The Afghanistan University Support and Workforce Development Program (USWDP), a five-year USAID-funded project (2014-2018), implemented by FHI 360, an international NGO based in the United States, is designed to help Afghanistan’s higher education professionals effectively manage the growth of tertiary education while improving academic quality. Building on the successes of the Afghanistan Higher Education Project (HEP, 2006-2014) and other initiatives, USWDP is improving the management capacity of the Ministry of Higher Education (MoHE) and a select number of public universities. It helps build the capacity of the MoHE to implement key strategies designed to ensure quality education and employment for the increasing number of Afghan men and women graduating from public and private higher education institutions. USWDP implements capacity development activities to improve the academic, administrative and financial functions of universities to manage education resources and ensure quality academic programs. The project also helps universities create learning environments that foster well-qualified and professional faculty members, highly capable and motivated students, diverse, innovative, and market-oriented academic programs, sustainable public-private collaboration, international university partnerships, and other innovations that move Afghanistan toward the higher education system it deserves.

II. SCOPE OF WORK

This exchange program for key members of the Quality Assurance Commission, staff from the Quality Assurance and Accreditation Directorate (QAAD) of the MoHE, and vice chancellors and leaders of internal quality assurance units (IQAU) from universities in Afghanistan, will provide participants with the tools and knowledge to develop and sustain quality assurance and accreditation programs at Afghan institutions of higher education.

The exchange should be designed to take place in January/February of 2017 and be planned for a duration of 10 – 14 days.

Ideal locations for this exchange program are sites in the Middle East (including the Persian Gulf and North Africa), and East and Southeast Asia. The program cannot take place in the United States due to current visa challenges. U.S.- and non-U.S.-based institutions are welcome to submit proposals, but they should identify potential local partner institutions in proposed host countries. Institutions from other countries may also wish to propose third-country exchanges if visa regimes preclude travel by Afghans to their country.

Programs should be designed to help participants meet the following learning objectives:

- Gain an understanding of history, types, missions, functions, and development of quality assurance and accreditation programs in various contexts;
- Learn about the process used to develop and implement a legal framework and regulatory policies for quality assurance and accreditation as it is practiced at universities;
- Gain a deep understanding of appropriate regulatory structures, standards, and processes to ensure transparency and viability of quality assurance and accreditation programs;
• Gain an understanding how to plan and implement quality assurance reviews concerning accreditation;
• Gain an understanding of the differences between internal and external quality assurance;
• Learn administrative, financial, and academic procedures and structures necessary for the success of quality assurance and accreditation programs;
• Learn how to evaluate self-assessment reports and provide recommendations for improvement;
• Learn how to make sustainability plans for university quality assurance and accreditation programs (e.g. through strengthening decentralization and institutional autonomy);
• Learn various transparency and accountability mechanisms for university quality assurance programs;
• Gain an understanding of the development of a comprehensive program of self-assessment and quality improvement;
• Gain an understanding of structure and goals of individual faculty members and their individual improvement plans;
• Learn how to implement and manage external accreditation of programs in a variety of disciplines;
• Learn about roles and responsibilities of all stakeholders (e.g. counterparts, advisory staff, related committees, etc.) involved in the management of the quality assurance and accreditation process;
• Gain deep understanding of quality assurance strategies used to improve institutional enhancement design and delivery;
• Observe best methodologies of institutional research and data collection methods in the university setting;
• Establish potentially sustainable professional relationships with colleagues at the colleges and universities included in the program;
• Understand how to evaluate existing quality assurance and accreditation processes and assess effectiveness and improvement; and
• Learn about other advancements in the field of quality assurance and accreditation as they relate to the Afghan context.

In order to meet these objectives, the professional exchange should include the following elements:

• Meetings with institutional/regional and national commissions/boards/offices to learn about their legal framework, policies, and processes;
• Opportunities to meet with university leadership and faculty to discuss the importance and connection between quality improvement, strategic planning and students;
• Meetings with quality assurance support services offices to see examples of other services offered to faculty and departments;
• Meetings with the host institution’s faculty, program administrators, and other relevant stakeholders; and
• One-day tour for participants to visit important local historical, cultural sites, with a host to accompany the participants.
The sub-recipient will also be responsible for managing all project logistics, including – but not limited to – lodging, domestic travel (international travel will be arranged by USWDP), and meeting space. All material should be delivered in English; if necessary, USWDP will provide interpretation between English and Afghan languages.

Deliverables

The selected sub-recipient will be responsible for the design and implementation of a two-week professional exchange designed to accomplish the objectives described above. The professional exchange is tentatively scheduled to take place in January – February of 2017, though precise dates will be determined after issuance of the award. The following specific deliverables will be required to complete the sub-award:

1. Detailed agenda for the professional exchange, including programmatic and logistical elements
2. Copies and documentation of all training materials
3. Implementation of exchange program
4. Final report summarizing outcomes

Deliverable deadlines will be finalized once the dates of the exchange are confirmed, and additional intermediary deliverables may be added.

III. PROPOSAL INSTRUCTIONS

COVER LETTER

TECHNICAL PROPOSAL

1) Training Schedule and Agenda
2) Logistics Plan
3) Past Performance/Relevant Experience
4) Proposed Personnel and Organizational Capacity

COST PROPOSAL

1) Detailed Budget
2) Budget Narrative

REQUIRED APPENDICES

1) Past Performance Chart (see template below)
2) CVs of Key Staff supported by Biodata Forms (USAID EBD Form accessible in the link www.usaid.gov/sites/default/files/AID1420-17.doc)
3) Signed Certifications (see below)
## IV. EVALUATION

Proposals will be evaluating according to the following criteria:

<table>
<thead>
<tr>
<th>Technical Criteria</th>
<th>Maximum Points Awarded</th>
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<tbody>
<tr>
<td>a) Comprehensiveness of technical proposal in meeting project objectives</td>
<td>15 points</td>
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<tr>
<td>b) Comprehensiveness of plan to address logistical issues</td>
<td>15 points</td>
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<td>c) Experience implementing relevant international exchange programs</td>
<td>15 points</td>
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<td>d) Qualifications of interlocutors, facilitators, and trainers. Please note that all sessions must be conducted in English.</td>
<td>15 points</td>
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<td>e) Demonstrated subject-matter expertise</td>
<td>5 points</td>
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<td>f) Experience working in Afghanistan, including the Ministry of Higher Education and higher education institutions.</td>
<td>5 points</td>
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<tr>
<th>Price Component</th>
<th>30 points</th>
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V. SUBMISSION OF OFFERS

Interested organizations are required to submit a complete package as described in this solicitation comprising of technical proposal, supporting documentation, and any other materials specified, to FHI 360 at the date, time and address indicated on the cover sheet of this document. All offers must be dated and signed by an authorized representative of the offeror’s organization.

Offeror should provide the name, address, telephone and facsimile numbers, and e-mail address of the individual in the offeror’s organization to be contacted, if necessary, during the evaluation of the proposal.

Proposals should be submitted via email to: mweinstein@fhi360.org and jarmstrong@uswdp.org. All email attachments should be submitted in a PDF format. Please be sure to reference the RFP number in your submission.

Any proposal received after the due date and time may not be accepted and shall be considered non-responsive. FHI 360 will acknowledge receipt of your proposal by return email.
Appendix 1: Past Performance Chart

Include projects that best illustrate your relevant experience arranging similar type of study courses

<table>
<thead>
<tr>
<th>#</th>
<th>Project Title</th>
<th>Description of Activities</th>
<th>Client Name, Contact Name &amp; Tel/Email Funding Agency if applicable (eg. USAID/UN)</th>
<th>Location</th>
<th>Cost in USD</th>
<th>Period of Performance</th>
<th>Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)</th>
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Appendix 4: Certifications

I. CERTIFICATION REGARDING TERRORIST FINANCING

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

   a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: http://www.treas.gov/offices_eof/tc/ofac/sdn/t11sdl.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

   b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website: http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm.

   c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

   d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

   a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

   b. “Terrorist act” means-

      (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or

      (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

      (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

   c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

   d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, microenterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these
beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a offeror or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by Contractor prior to the end of its term.

Signature: __________________________
Typed Name: __________________________
Title: __________________________
Name of Organization: __________________________
Date: __________________________
II. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The offeror certifies that—

(a) (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) Offeror understands and agrees that --

(1) violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) discovery of any violation after award to the offeror will result in the termination of the award for default.

CERTIFIED BY:

Name of Offeror Organization: __________________________

Signature of Authorized Official: __________________________

Date: __________________________

Title: __________________________

Printed Name: __________________________
III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

(a) Instructions for Certification
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;

(D) Have not within a three-year period proceeding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: ________________________________

Typed Name: ________________________________

Title: ________________________________

Name of Organization: ________________________________

Date: ________________________________
IV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Code of Federal Regulations 22 CFR 208: Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants); Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification: By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntary excluded, as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

(1) The prospective lower tier participant certifies, by submission of this proposal, 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 Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: ______________________________
V. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

(a) Definitions. As used in this provision, 
"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engages in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds $25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days of more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

1. Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

a. Establish an ongoing drug-free awareness program to inform such employees about-
   (i) The dangers of drug abuse in the workplace;
   (ii) The Contractor's policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

b. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this provision;

4. Notify such employees in writing in the statement required by subparagraph (b) (1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

5. Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

6. Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drugfree workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-l(g) and 19.602(a)(2)(i-).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature: __________________________________________

Typed Name: __________________________________________

Title: __________________________________________

Name of Organization: __________________________________________

Date: __________________________________________
VI. CERTIFICATION OF NATIONALITY OF SUPPLIER OF COMMODITIES AND SERVICES (22CFR228.12)

The suppliers of all commodities and services financed with federal program funds appropriated under the Foreign Assistance Act of 1961, as amended, shall:

(a) If an individual, except as provided in §228.15, be a citizen or lawful permanent resident (or equivalent immigration status to live and work on a continuing basis) of a country in Code 937 (or other principal geographic procurement code designated in an implementing instrument),

(b) If an organization,

(1) Be incorporated or legally organized under the laws of a country in Code 937 (or other principal geographic procurement code designated in an implementing instrument);

(2) Must be operating as a going concern in a country in Code 935 and either

(3) Be managed by a governing body, the majority of whom are citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of countries in Code 935, or

(4) Employ citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of a country in Code 935 in more than half its permanent full-time positions and more than half of its principal management positions.

Offeror understands and agrees that --

(1) violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) discovery of any violation after award to the offeror will result in the termination of the award for default.

CERTIFIED BY:

Name of Offeror Organization: ____________________________
Signature of Authorized Official: ____________________________

Date: ____________________________
Title: ____________________________
Printed Name: ____________________
VII. Data Universal Numbering System (DUNS) Number (for US contractors only)

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

   (1) Recipient's name.
   (2) Recipient's address.
   (3) Recipient's telephone number.
   (4) Line of business.
   (5) Chief executive officer/key manager.
   (6) Date the organization was started.
   (7) Number of people employed by the recipient.
   (8) Company affiliation.

*(c) Recipients located outside the United States may e-mail Dun and Bradstreet at globalinfo@dbisma.com or http://fedgov.dnb.com/webform to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _______________________________
GENERAL TERMS AND CONDITIONS:

1. Offer & Agreement: The following terms together with those on the face of this agreement, other documents as may be incorporated by reference or attached hereto, and additional terms in any Change Notice issued to this order, constitute the offer of Family Health International (dba FHI360) to the Vendor and shall, when accepted, constitute the entire order or contract between FHI360 and Vendor. This agreement shall be deemed to have been accepted upon Vendor’s signed acceptance on the cover of this order or commencement of performance. Any reference herein to any proposal, quotation, or other communication by Vendor shall, unless indicated to the contrary herein, be deemed to be limited to the description of the services and to be limited by the terms set forth or incorporated by reference herein.

2. Assignment: Neither party may assign this order or any benefits arising from this order without the prior written consent of the other, and, unless otherwise agreed in writing, the rights of any assignee shall be subject to all set-offs, counterclaim, and other comparable rights arising hereunder. FHI360 shall not, except as otherwise agreed in writing by FHI360, delegate or assign all or substantially all of any item or service to be furnished under this agreement.

3. Proprietary Information & Confidentiality: Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by FHI360 to be confidential and proprietary and shall not disclose any such information to any other person, or use such information itself for any purpose other than that for which it was intended in completing this order, unless Vendor obtains written permission from FHI360 to do so. Vendor agrees to execute FHI360’s standard Non-Disclosure Agreement upon request.

4. Terms of Payment: Subject to any superseding terms on the face hereof, Vendor shall invoice FHI360 at 1875 Connecticut Avenue, NW, Washington, DC 20009 to the Attn: FHI360 Accounts Payables Department and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid not later than thirty (30) days after FHI360’s receipt of an acceptable invoice or FHI360’s receipt of the completed products/services, together with any required documents. Drafts will not be honored.

5. Compliance with Law: Vendor’s performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended, E.O. 11246, “Equal Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” relating to the affirmative action clause for disabled veterans, recently separated veterans, other protected veterans of the armed forces service medal veterans (41 CFR 60-300) are hereby incorporated herein for reference, as supplemented by regulations at 41 CFR Chapter 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”, the Copeland “Anti-Kickback” Act (18USC874 and 40USC276c and 18USC874 as supplemented by Department of Labor regulations at 29CFRpart 3, the Davis-Bacon Act, as amended (40USC276a-a7) and as supplemented by Department of Labor at 29CFRpart 5, the Contract Work Hours and Safety Standards Act (40USC327-333), and the Byrd Anti-Lobbying Amendment (31USC1352) and the. Incorporation and by reference; of Equal Opportunity Clause of 41 CFR 60-250.4 relating to disabled and Vietnam era veterans; and the provision of 41 CFR 60-741.4 relating to handicapped workers. In addition the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Otherwise agreed, governing law shall be that of the North Carolina. Vendors and subcontractors are hereby notified of your obligation to annually file a Standard Form 100: Equal Employment Opportunity Employer Information Report EEO-1 (EEO-1 Report) with the Joint Reporting Committee. The mailing address and other contact information for this Committee are as follows: EEO-1 Joint Reporting Committee, P.O. Box 19100, Washington, DC 20036-9100; Telephone 1-800-286-640; Facsimile 202-663-7185; TTY 202-663-7184; Email: el.techassistance.eeoc.gov

6. Title and Risk of Loss: Title to and risk of loss of, each product and/or service to be delivered hereunder shall, unless otherwise provided herein, pass from Vendor to FHI360 upon acceptance of such product/service by FHI360.

7. Inspection: (a) Vendor shall work within professional standards and limitations specified on work statements, drawings and specifications covering the work and shall make such inspections as are deemed necessary to insure Vendor compliance, unless deviation there from is authorized in writing by FHI360. (b) All shipments of materials shall be subject to final inspection by FHI360 after receipt by FHI360 at destination. If material supplied or work performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall, if so requested by FHI360 and at its own expense, promptly make all necessary replacements. Vendor shall provide immediate notice to FHI360 of any potential failure on the part of its suppliers to provide supplies/services required hereunder. Vendor is responsible for any deficiency on the part of its suppliers. VENDOR SHALL BE RESPONSIBLE FOR ANY COSTS OF REPROCUREMENT AS MAY NECESSARY FOR FHI360 TO SECURE THE SUPPLIES/SERVICES AS A RESULT OF VENDOR’S INABILITY TO PERFORM THAT EXCEED THE AGREED UPON PRICE HEREIN. (d) Final inspection and acceptance by FHI360 shall be conclusive except for latent defects, fraud, or for any rights provided by any product warranty.
8. Force Majeure: The Vendor 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 Vendor. Such cases may include, but are not restricted to, acts of God, acts of government or municipal or other authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of its suppliers.

9. General Warranty: Vendor warrants all supplies/services to be free from all materials defects and expressly represents that all such required supplies/services are capable of performing the function service for which they were intended. Vendor agrees to pass on all manufacturer’s warranties to FHI360.

10. Liens: Vendor agrees to deliver the products/services which are the subject-matter of this order to FHI360 free and clear of all liens, claims, and encumbrances.

11. Stop Work and Termination: (a) FHI360 shall have the right to direct Vendor to stop work at any time. Such direction must be in writing and shall be effective for a period of not more than 30 days after which time Vendor may continue work absent direction to do so or a notice of termination. (b) This Order may be terminated upon default of either party in meeting its obligations hereunder. (c) This order may be terminated for convenience, without fault of either party, by FHI360 with advance written notice to Vendor. Vendor shall be paid for work completed and shall be reimbursed all actual costs for work in process incurred to time of termination notification inclusive of any associated administrative costs, restocking charges, vendor cancellation charges and settlement costs. Under no circumstances shall Vendor receive more than the original value of this Order. (d) This order may be terminated for constructive default in the event that the FHI360 has reasonable cause to believe that the Vendor will not be able to perform in accordance with the terms and conditions of the Order. Vendor shall be given a reasonable opportunity to respond to a notice of constructive default termination. In the event of failure of the Vendor to deliver/complete any part of this order, then FHI360 shall, at its sole discretion, have the right to accept any delivered/completed part and unilaterally reduce the agreed upon price accordingly. (e) FHI360 acceptance of partial deliveries shall not constitute a waiver of any of the Vendor’s remaining obligations hereunder. (f) The preceding paragraph (e) shall not limit any legal rights of either party to cancel this order by reason of any default, and FHI360 further reserves the right to cancel this order without further liability for articles not accepted by FHI360 in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it.

12. Insurance & Work on FHI360’s or FHI360 Client Premises: When Vendor performs work on FHI360’s premises during the performance of this order, the Vendor agrees to maintain General Liability Insurance in the amount of at least $500,000 per claim/incurrence and such other insurance as may be required in writing by the FHI360 Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on FHI360’s facilities and agrees to be liable for all damages & claims arising against FHI360 for which the Vendor is responsible.

13. Independent Relationship: Nothing in this Agreement shall be construed as creating anything other than an independent Contractor/Vendor, FHI360/Vendor relationship between FHI360 and the Vendor.

14. Work Product Presumptive FHI360 Property: All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor’s service to FHI360 shall be considered a work made for hire, or otherwise FHI360 property. During this agreement and thereafter, Vendor agrees to take all actions and execute any documents that FHI360 may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (FHI360 shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.

15. Rights in Data: The Vendor understands and agrees that FHI360 may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, any provided publications and materials, and otherwise utilize this work and material based on this work. During the agreement and thereafter, Vendor agrees to take all actions and execute any documents that FHI360 may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by FHI360). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless FHI360 against all claims, suits, costs, damages, and expenses that FHI360 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, FHI360 may withhold any sums due the Vendor under this agreement. Vendor agrees to specifically identify to FHI360 any and all computer software licenses (“including shrink-wrap”) as may convey to the FHI360. Vendor agrees that any and all computer software developed in the performance of this order using FHI360 monies shall, unless otherwise agreed, become and remain the property of FHI360.

16. Indemnification: The Vendor shall defend, indemnify, and hold harmless FHI360 against all claims, suits, costs, damages, and expenses that FHI360 may sustain by reason of Vendor’s negligent or unlawful actions resulting from Vendor’s performance under this agreement.

17. Liquidated Damages: If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, FHI360 may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) of the agreement value for each day of delay. If FHI360 terminates this agreement in whole or in part for default, as provided under section 12 above, Vendor is liable for liquidated damages accruing until such time that
FHI360 reasonably obtains delivery or performance from another vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.

18. Debarment, Suspension, Ineligibility, and Voluntary Exclusion: Vendor 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.

19. Drug Trafficking: FHI360 reserve the right to terminate this purchase order/subcontract to demand a refund or take other appropriate measures if the vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

20. Terrorism E.O. 13224: Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13224 on Terrorism Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O.13224 text available at: http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html
Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: http://treasury.gov/offices/enforcement/ofac/sanctions-terrorism.htm and http://www.un.org/Docs/sc/committees/1267.

21. Computer Software Licenses: Vendor agrees to specifically identify to FHI360 any and all computer software licenses ("including shrink-wrap") as may convey to the FHI360. The Vendor agrees that any and all computer software developed in the performance of this order using FHI360 monies shall, unless otherwise agreed, become and remain the property of FHI360.

22. Vendor Terms and Conditions: The terms and conditions of this purchase order shall supersede any other terms and conditions except those expressly accepted by FHI360.

23. Gratuities: This agreement shall be terminated for cause in accordance with section 11 above should it be determined by FHI360 that Vendor offered or gave a gratuity (e.g. entertainment, gift, services or money) to any FHI360 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.

24. Payment for Reimbursable Expenses: Requests for payment for materials costs under Time and Materials agreements must be supported by receipts for all items invoiced.

25. Independent Price Determination: (a) Vendor certifies that—

(1) The prices in this order have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which Vendor has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this order were not knowingly disclosed by the Vendor, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which Vendor has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt was made by the Vendor to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment. Vendor understands and agrees that violation of this certification will result in the termination of this order for default as well as exclusion from future solicitations.

26. Eligibility Rules for Goods and Services: Vendor shall not procure: (i) Military equipment; (ii) Surveillance equipment; (iii) Commodities and services for support of police or other law enforcement activities; (iv) Abortion equipment and services; (v) Luxury goods and gambling equipment, or (vi) Weather modification equipment. Vendors shall not procure any goods or services from firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." Prior to procuring any of the following goods and services, Vendor must obtain prior written approval from the FHI360 contracts administrator: (i) Agricultural commodities; (ii) Motor vehicles; (iii) Pharmaceuticals; (iv) Pesticides; (v) Used equipment; (vi) U.S. Government-owned excess property, or (vii) Fertilizer. All procurements must be conducted in accordance with 22 CFR 228, Rules on Procurement on Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

27. Ocean Shipment of Goods: Applicable for awards for $100,000 or more and when goods purchased under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation. Vendor must ensure transport on a US flag commercial vessels. When U.S. flag vessels are not available, or their use would result in a significant delay, the vendor must contract FHI360 Contracts Administrator before proceeding.

28. Air Transportation: In accordance with the standard provision entitled International Air Transportation, any international travel requires prior written approval from the FHI360 contracts administrator.


30. Organizational Conflict of Interest: The Vendor warrants that, to the best of his knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that might indicate the existence of or give rise to actual or potential organizational conflicts of interest. Organizational conflict of interest, means that because of other activities or relationships with other persons, a person in unable or potentially unable to render impartial assistance or
advice, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

31. **Excusable Delays:** The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence. The Vendor shall notify FHI 360 in writing as soon as it is reasonably possible after the commencement of any excusable delay.

32. **Export Control:** Vendor shall comply in all respects with all applicable local, state, and federal laws and regulations, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations ("ITAR"), the Department of Commerce and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control.

33. **Foreign Corrupt Practices Act:** The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd-1", *et seq.*, makes it unlawful for U.S. companies, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Vendor acknowledges and understands that he/she must comply fully with the anti-bribery provisions of the FCPA. Specifically, Vendor understands and agrees that it shall be unlawful for the Vendor to pay, offer, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist FHI 360 in obtaining or retaining business for or with, or directing business to, FHI 360. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity.

34. **Combating Trafficking in Persons:** The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Subcontractor and its employees shall not:

   (1) Engage in severe forms of trafficking in persons during the period of performance of any Task Order;
   (2) Procure commercial sex acts during the period of performance of any Task Order; or
   (3) Use forced labor in the performance of any Task Order.

Subcontractor shall notify its employees of the government's zero tolerance policy, the actions that will be taken against employees for violations of this policy (including, but not limited to, removal from a Task Order, reduction in benefits, or termination of employment), and take appropriate action, up to and including termination, against employees or subcontractors that violate this policy.