

July 1, 2024

Request for Proposal (RFP)

Subject RFP #:	217805-CORE0002-Translation Services-BPA-2024
RFP Issue Date:	July 1, 2024
Terms of Reference / Specifications:	Document translation and/or editing and formatting in a foreign language on an as needed basis.
Project	217805 PROPEL Health
The Company	Palladium International, LLC
Country of Performance	USA
Closing Date and Time	July 22, 2024, by 5:30 EST
Contact Person	Brie.Dean@thepalladiumgroup.com
Details for Submission	Please submit our proposals to Brie Dean Brie.Dean@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a proposal for the terms of reference below. Your proposal must be valid for the Validity Period.

Please submit your proposal in accordance with the Details for Submission above by the Closing Date and Time. This RFP in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a proposal. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

I look forward to your response. If you have any queries, please do not hesitate to contact Brie Dean by e-mail at Brie.Dean@thepalladiumgroup.com.

Yours sincerely,

Ricardo Silva
Project Delivery Manger

Terms and conditions

1. Proposal Conditions

By submitting a proposal, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Proposal Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFP unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all proposal to confirm compliance with this RFP and to determine the best proposal in the circumstances.

4. Alterations

The Company may decline to consider a proposal in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFP; decline to accept any proposal; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a proposal; satisfy its requirement separately from the RFP process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate proposals as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFP prior to the RFP Closing Time by issuing an amendment to the RFP in the same manner as the original RFP was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFP should be directed to the Contact Person identified on the cover page of this RFP.

7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their proposals. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their proposal.

8. Confidentiality

In their proposal, potential suppliers must identify any aspects of their proposal that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their proposal.

The potential supplier acknowledges that in the course of this RFP, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFP and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFP and after the completion of the process.

9. Alternatives

Potential suppliers may submit proposals for alternative methods of addressing the Company's requirement described in the RFP where the option to do so was stated in the RFP or agreed in writing with the Company prior to the RFP Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFP references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their proposal. And provide it to the Company upon request.

11. Price/Cost Basis

Prices or costs quoted must show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFP the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFP; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their proposal or the RFP process.

Potential suppliers must disclose where proposals have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their proposal from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFP) which could give rise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

17. Jurisdiction

This RFP shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFP or the breach, termination, or invalidity thereof. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFP or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

Schedule - Terms of Reference

1. Background

Palladium is seeking highly skilled translators to provide translation services on an ad-hoc basis for PROPEL Health, a five-year USAID-funded project, and other projects. **PROPEL Health** aims to improve the enabling environment for equitable and sustainable health services, supplies, and delivery systems through policy, financing, advocacy, and governance.

Purpose

Consultants will work in coordination with PROPEL staff to translate and/or edit in a foreign language (primarily French, Spanish, and Portuguese) a range of products on an as needed basis. This includes translation of various technical products such as posters, presentations, reports, briefs, curricula, manuals/guides, and other materials. Formatting may also be requested.

Type of Contract

Blanket Purchase Agreement with different task orders issued under the blanked purchase order.

Payment will be made based on the acceptance of deliverables in accordance with quality requirements. No additional payments or reimbursements will be made in addition to the fixed price.

Anticipated Contract Term

The blanket purchase agreement (BPA) period of performance will be 10/1/2024–9/30/2025. Under the BPA, Palladium will issue separate task orders for specific translation assignments

Company Information

Palladium is a global leader in the design, development and delivery of Positive Impact - the intentional creation of enduring social and economic value. We work with foundations, investors, governments, corporations, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits. For the past 50 years, we have been making Positive Impact possible. With a team of more than 2,500 employees operating in 90 plus countries and a global network of more than 35,000 technical experts, Palladium has improved - and is committed to continuing to improve - economies, societies and most importantly, people's lives. Palladium is a child-safe organization, and screens applicants for suitability to work with children. We also provide equal employment to all participants and employees without regard to race, color, religion, gender, age, disability, sexual orientation, veteran or marital status.

Project

PROPEL Health is a five-year USAID-funded \$100 million project awarded to Palladium on September 23, 2022. PROPEL Health aims to improve the enabling environment for equitable and sustainable health services, supplies, and delivery systems through: (1) policy development and implementation, (2) adequate, predictable, and sustainable health financing, (3) enhanced government stewardship, transparency, and accountability, and (4) use of evidence-based advocacy approaches at global, national, and subnational levels to promote best practices. It focuses on family planning/reproductive health (FP/RH), primary healthcare, and the integration of FP/RH with HIV and maternal and child health.

Scope of Work and Standards

PROPEL Health documents, such as reports, papers, presentations, etc., in English and other languages will require high-quality translation and/or foreign language editing and formatting.

Requirements:

- Experienced and certified translator

- Experience translating technical documents, particularly in the areas of global health, health research, and/or international development
- Attention to detail
- Collaboration with PROPEL staff to receive projects and make revisions as requested
- Ability to work efficiently under short deadlines
- Ability to work remotely and coordinate with PROPEL staff by email, phone, and Skype
- Ability to take on low-level formatting requests

Evaluation and Award Process

Palladium will assess each proposal submission based on compliance with the request for proposals, ability to meet the specific requirements, and best value.

Element	Weight
Qualifications and Experience. <i>Including CV, information from cover letter, past performance, and external/internal reference checks.</i>	30%
Quality of Translation. <i>Sample translation is required to determine quality of written translations.</i>	40%
Price. <i>Reasonable and cost-effective quote.</i>	30%

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

PROCUREMENT INTEGRITY AND ETHICS

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

Instructions to the Offerors

Proposals must be provided in the following format:

- 1- Cover letter (2 pages maximum) that demonstrates how the vendor meets or exceeds the required qualifications.
- 2- The cover letter must also propose fixed price per word (in USD) for the translation of documents from English to other languages and vice versa.
- 3- Resume/CV, if applicable.
- 4- Sample translation of international development or public health-related content. Please include English language and translated copy. Maximum 20 pages for either document. The minimum translation sample should not be less than 2 pages.
- 5- Three or more customer references with contact name, email, and phone numbers.

Deadline for submission of proposals: Monday, July 22, 2024, 5:30 pm EST. Any proposal submitted after the deadline will be automatically rejected. Questions on this RFP are due on Wednesday, July 10, 2024, 5:30 pm EST.

Please submit your proposals and questions by email to Brie Dean at Brie.Dean@thepalladiumgroup.com.

Where a question is raised in response to this RFP, the nature of the query and Palladium's response may be made available to all participants of the quotation process. Palladium will not disclose the source of the query or reveal confidential information. Proposals received after the closing date for questions may not receive a response.

The Company must have a UEI number or obtain one within 5 days of being notified of selection (please reach out for instructions for obtaining UEI number)

The Company must complete Due Diligence Questionnaire if selected for Award within 5 days (attached Due Diligence Questionnaire)

Attachments

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

-  Due diligence form(s)
-  Business Partner Code of Conduct can be found at <https://thepalladiumgroup.com/policies>
-  **Copy of the Contract – blank with all the conditions including flowdowns**

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your proposal is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any proposals pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process and may be required to submit for USAID Partner Vetting.

Due diligence form

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this form, please attach the complete answer on a separate sheet. To the extent permitted by law, all information provided in this form will be held in confidence and not disclosed to any third parties without prior notice and approval.

Part 1 Identifying information

Part 1 a

To be completed if an **organisation** is the subject of Due Diligence

Name of organisation: ...

Organisation headquarters address/main office: ...

Country or countries where activities will take place: ...

Website for organisation: ...

Name of owner/managing director for organisation: ...

List any former name(s) owner/managing director for organisation: ...

Part 1 b

To be completed either if an **individual** is the Subject of Due Diligence or, if an **organisation** is the Subject of Due Diligence, then to be filled out by the owner/managing director of the organisation

Full Legal Name (As written on passport or national identification card) ...

Home address for individual or owner/managing director, phone number, and email address: ...

Identify card / Passport: ...

Nationality: ... Date of birth: dd/mm/yyyy

Telephone: ... E-mail: ...

Part 2 Business information

(Only applicable if an organisation is the Subject of Due Diligence. For individual move to part 4)

To be completed by the owner/managing director

a Sole Proprietorship Partnership Corporation Non Profit Other

If other, please specify below:

...

b Is this organisation registered? If so, Yes No
please note the country and registration
number below

...

d Is the entity an organisation listed on a Yes No
public stock exchange? If so, please
provide relevant details below.

...

e If applicable, please list any parent companies or subsidiaries below:

...

Does any Public Official or government entity have any financial, management Yes No
or controlling interest in your organisation? If so, provide details and level of
interest below.

...

Please list the full names and date of birth of all Principals for your organisation. (Note: the term
"Principal" includes, but is not limited to, the executive officers, partners, owners, directors, trustees
or others who exercise control over your organisation).

...

Part 3 Compliance, health and safety

Does the organisation have an institutionalized Financial and internal controls policy? If so, please attach or provide details below. Yes No

...

Does the organisation have an occupational health and safety (OHS) policy? If so, please attach or provide details below. Yes No

...

Please state whether the organisation meets the legislative requirement of compulsory insurance where business will take place and please attach the certification or provide details by country or countries.

...

Part 4 Government relationships

To be completed by the individual or owner/managing director of the organisation

Please state whether:	You are currently, or have been during the last two years, a Public Official (as that term is defined in Part 7 below)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Your organisation employs a current Public Official (<i>If applicable</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	You are a close relative (i.e. mother, father, sister, brother, spouse or child) of a Public Official	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Any Principal of your organisation has a close relative who is a Public Official (<i>If applicable</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

For any person identified as a close relative above, please provide their name (surnames and given name), title, relationship to you or the organisation, and responsibilities for the government, agency, or government controlled enterprise or company. If additional space is needed, attach a separate sheet of paper.

...

Part 5 Prior conduct

To be completed by the individual or owner/managing director of the organisation

Have you (or any Principals of your organisation) ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct? Yes No

(If applicable) Has the organisation, or any subsidiary or affiliate of your organisation ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct? Yes No

(If applicable) Has the organisation ever been issued a sanction or committed a violation of law or regulation? Yes No

If yes to any of the above, please describe the circumstances below:

...

Part 6 Additional disclosures

To be completed by the individual or owner/managing director of the organisation

Please provide any additional information below that would assist the company in performing its due diligence review. If more space is needed, attach a separate sheet.

...

Part 7 Certification

To be completed by the individual or owner/managing director of the organisation

Certification

I hereby certify that:

To the best of my knowledge, all information in this response is truthful, correct and complete; I have read the information at the websites noted below and I am familiar with the requirements of these anticorruption statutes:

UK Bribery Act 2010;

Australian Criminal Code;

U.S. Foreign Corrupt Practices Act;

I have read the definition of Public Official below and declare that neither I, nor any of my immediate family members, are Public Officials, except as previously disclosed.

I have never paid, approved for payment or otherwise provided, directly or indirectly, anything of value to a Public Official for any improper, corrupt or illegal purpose, nor will I; and I have never created a false invoice or otherwise manipulated documentation to disguise making a payment or otherwise providing anything of value to a Public Official for any purpose, nor will I.

NOTE: "Public Official" means any person, whether elected or appointed who holds an executive, legislative, administrative or judicial office or position in any public entity, including any international agency. In addition, "Public Official" includes any person who performs public functions in any branch of the national, state, local or municipal government of any country or territory or who exercises a public function, by employment or under contract, for any public entity, agency or enterprise of such country or territory, including state owned or controlled enterprises, or any part of a government. The definition of "Public Official" also includes any official of a political party or any candidate for political office.

I further hereby acknowledge that I have reviewed the Business Partner Code of Conduct and I, and/or my organisation, will comply with all requirements set out in such Code.

Data Collection Notice

If you are completing this form for yourself as an individual, then you acknowledge the following. If you are completing this form for an organisation (whether a company, trust, charity or similar), you acknowledge that you have obtained consent to the following from the relevant individuals.

Palladium is committed to the protection of personal information and compliance with relevant data protection and privacy laws. The information requested by this form is collected directly from you to assess your suitability, or that of a relevant individual, to provide services to Palladium, its clients and/or any of its projects. The information we will collect pursuant to this due diligence exercise is as outlined in this form, but we may also obtain information through an investigative report, which may draw on public registers, interviews or public media. We collect this information on the legal basis of your consent, and then will later use it for the performance of any contract with you or for the performance of any relevant contract with our clients.

This information may be shared with any of Palladium's related companies or relevant clients where such sharing is a) required by a relevant law, our contract with you or with our clients; or b) permitted by a relevant data protection law. Where sharing is with related companies, such related companies will comply with Palladium data protection guidelines.

This information may be provided to our offices/related companies overseas, subject to such overseas offices/related companies being bound by the same data protection standards as the office or company to which you provide the information and provided also that such transfer of information is required as part of fulfilling the purpose of or reasons for the provision of the information, or for the performance of any subsequent contract. An example of this might be that the relevant decision maker or individual involved in the decision is based in another location. Further details are available at <http://thepalladiumgroup.com/legal/our-policies>.

The information you provide will be used to a) make an informed assessment about whether Palladium can enter into an agreement with you or your organisation, b) manage your contract and services with Palladium in the event we enter into an agreement with you, or c) assess certain internal diversity and inclusion metrics. If you do not provide your data or consent to processing by us then we cannot assess your suitability to enter into a contract with you.

Depending on your country of residence, you may have certain data protection or privacy rights. You can find details, including our retention guidelines, at <http://thepalladiumgroup.com/legal/our-policies>. Privacy or data protection queries can be directed to Privacy@thepalladiumgroup.com

Signature:

Name: ...

Title: ...

Date: ...

**BLANKET PURCHASE AGREEMENT (BPA)
UNDER USAID PRIME GRANT OR COOPERATIVE AGREEMENT (“Agreement”)**

COVER SHEET

Company Name (“Company” or “Buyer”)	Palladium International LLC
Company Country	United States of America
Address	1331 Pennsylvania Ave NW, Suite 600 Washington, D.C. 20004, United States
Company Technical Representative Name and Title	Click here to enter text.
Company Representative Email	Click here to enter text.
Company Contracting Representative Name and Title	Olga Wall, Chief of Compliance and Contract Administration
Company Representative Email	Olga.wall@thepalladiumgroup.com
Vendor Name (“Seller”)	Click here to enter text.
Vendor’s DUNS Number	Click here to enter text.
Address	Click here to enter text.
Vendor’s Technical Representative Name and Title	Click here to enter text.
Vendor’s Representative Email	Click here to enter text.
Vendor’s Contracting Representative Name and Title	Click here to enter text.
Vendor’s Representative Email	Click here to enter text.
Project Name (“Project”)	Click here to enter text.
Vendor Agreement (if applicable)	Click here to enter text.
Client (“Client”)	U.S. Agency for International Development
Prime Agreement date and parties (“Head Contract”)	
Prime Agreement Currency	USD
Effective Date of the Agreement (“Effective Date”)	Click here to enter a date.
End Date of the Agreement (“Term”)	Click here to enter a date.
Agreement Type:	Blanket Purchase Agreement
Agreement Ceiling:	Click here to enter text.
Country of Performance (“Recipient Country”)	Click or tap here to enter text.
Jurisdiction (“Jurisdiction”)	District of Columbia, United States of America
Agreement Currency (“Agreement Currency”)	USD
Records Retention Period (“Records Retention Period”)	3 years following the end date of the Prime Agreement.
Payment by	Wire Transfer

This Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Agreement is hereby superseded by this Agreement.

Signed for the Buyer:		Signed for the Seller:	
Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:	Click here to enter a date.	Date:	Click here to enter a date.

TERMS AND CONDITIONS

This Blanket Purchase Agreement (“Agreement”) is made between **Palladium International, LLC** (“**Palladium**” or “Company” or “Prime Implementer” or “Buyer”), a limited liability company incorporated under the laws of the State of Delaware, U.S.A., and [Click here to enter text.](#) (hereinafter called the “Seller”) a [Click here to enter text.](#), incorporated under the laws of [Click here to enter text.](#)

The Agreement is in full force as of the first day of the Effective Date between the Company and the Seller. The Company and the Seller are collectively referred to as “the Parties”.

Now, therefore, in consideration of the promises and of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree to the following terms and conditions of this Agreement:

1. GENERAL

- 1.1** Resultant Purchase Orders shall be subject only to the Terms and Conditions in this Blanket Purchase Agreement. Reference to any proposal or quotation from Seller is only for the purpose of specifying basic information concerning price, the description of the item(s), quantities, terms of payment, and delivery, and then only as such terms are consistent with the Terms and Conditions herein.
- 1.2** Any of the Seller’s Terms and Conditions which are in addition to or are inconsistent with these Terms and Conditions will be construed as proposals for this Order and will not be binding unless agreed to in writing by the Buyer. Commencement of performance by the Seller in the absence of the Buyer’s agreement to the proposals will constitute Seller’s acceptance of these Blanket Purchase Order Terms and Conditions.

2. AUTHORIZED BUYER REPRESENTATIVES

- 2.1** The following representatives of the Buyer are authorized to place orders under this Agreement:

BUYER REPRESENTATIVES

CONTACT 1

Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 2

Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 3

Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

3. ORDERS

Prime Agreement Number:
Vendor Name:
Agreement Number:

- 3.1** Orders will be placed against this Agreement in writing via electronic mail, fax or paper.
- 3.2** Unless otherwise agreed to, all deliveries under this Agreement must be accompanied by delivery tickets or sales slips that must contain the following information (as applicable) as a minimum:
- 3.2.1** Name of Seller;
 - 3.2.2** Agreement Number;
 - 3.2.3** Model Number or National Stock Number (NSN);
 - 3.2.4** Task/Delivery Order Number;
 - 3.2.5** Date of Purchase;
 - 3.2.6** Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show the information); and
 - 3.2.7** Date of Shipment.
- 3.3** The Terms and Conditions included in this Agreement apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this Agreement and the Seller's invoice, the provisions of this Agreement will take precedence.

4. SUPPLIES AND SERVICES

- 4.1** The services, products, goods or supplies that can be ordered under this Agreement are detailed in Annex A. All orders placed against this Agreement are subject to the terms and conditions of this Agreement.

5. PRICE

- 5.1** Seller shall furnish the supplies and services called for by the resultant Purchase Order at the price or prices stated in the Purchase Order; any increase in any stated price will only be reflected through a written amendment to the Purchase as Order authorized by Buyer.
- 5.2** The Buyer estimates, but does not guarantee, that the volume of purchases through this Agreement will not exceed the ceiling price listed on the Cover Sheet.
- 5.3** This Agreement does not obligate any funds.

6. DELIVERY

- 6.1** If Seller's deliveries fail to meet the schedule specified in the Purchase Order, with the result that Buyer requires and Seller makes express shipments, partial shipments, or both, then Seller agrees to assume all resulting excess shipping charges.

7. PACKAGING

- 7.1** All supplies are to be suitably prepared and packed for shipment so as to secure safe delivery, the lowest transportation rate, and to meet carrier's requirements unless otherwise called in a Purchase Order, where applicable. No charge will be allowed for packing, crating, or carriage unless stated in the Purchase Order. Each container must be marked to show Buyer's order number. A packaging sheet showing order number must be included in each package or with each truck load shipment.

8. SHIPPING

8.1 Unless otherwise stated in the Purchase Order, all shipments shall be FOB Destination. Seller will honor all Buyer routing instructions. Instructions may be indicated on the Order, on file with the Seller, or communicated verbally by the Buyer.

9. CHANGES

9.1 By written Change Order, Buyer may at any time unilaterally (i) suspend the work in whole or in part for a stated time period, and (ii) make changes in one or more of the following elements: method of shipment; place or time of delivery or quantities-to be furnished; however, any acceleration in the delivery date requires Seller's advance consent. If such suspension or change causes an increase or decrease in the cost of, or the time required for furnishing the work (whether supplies or services) upon mutual agreement, an equitable adjustment shall be made in the Purchase Order price, delivery schedule, or both.

9.2 The Buyer's engineering, technical, and other personnel may, on occasion, render assistance, exchange information, or give advice to Seller's personnel concerning the supplies or services furnished hereunder. Such assistance, however, exchange or advice shall not constitute either a change under this Section or a waiver of the Seller's existing obligations. In order to be valid and binding upon Buyer, any change, waiver, or amendment to this Purchase Order must be in writing and signed by an authorized representative of the Buyer's purchasing department.

10. TAXES

10.1 All prices shall include any applicable local, state, and or federal taxes.

11. INVOICES

11.1 Individual invoices must be issued for each shipment or service called for in the Purchase Order. Freight and other charges must be shown separately. Delay in receiving an invoice, invoicing for supplies shipped ahead of specified schedule, or invoices rendered with errors and omissions will be considered just cause for Buyer to withhold payment. Invoices, to be acceptable, must reference the Buyer's Purchase Order Number.

12. INSPECTION

12.1 All supplies and services ordered under a Purchase Order will be subject to final inspection and approval by Buyer after delivery, notwithstanding prior payment; it being expressly agreed that payment shall not constitute final acceptance. Buyer may reject and return (at Seller's expense) any item which contains defective material or workmanship or otherwise does not conform to this Order, applicable drawings, specifications, or samples.

13. WARRANTIES

13.1 Hardware. Seller warrants that all supplies furnished under this Order will:

13.1.1 be free from defects in materials and workmanship;

13.1.2 conform to the applicable specifications, drawings, samples, or other descriptions including marketing collateral;

13.1.3 be free from defects in design except to the degree such supplies are manufactured to Buyer's design; and

13.1.4 be free of defects in title.

13.2 Software. If the product is software and licensed to the Buyer or Buyer's customers, Seller warrants

- 13.2.1** that it is the copyright owner or licensee of the copyright owner of the Product and that it has the unqualified right to enter into this Agreement,
 - 13.2.2** the Product is not in the public domain,
 - 13.2.3** the Product does not infringe any copyright, trade secret or other intellectual property right of a third party, and
 - 13.2.4** to the best of Licensor's knowledge and belief the Product does not infringe any patent right of a third party and that no adverse claims exist relating to any such infringement by the Product.
- 13.3** Seller represents and further warrants that the Product
- 13.3.1** performs the functions and operates in the manner described in End User documentation, and
 - 13.3.2** does not contain errors that prohibit its operation in conformance with the End User documentation.
- 13.4** These warranties shall remain in effect, as to each item furnished, services, and/or repaired hereunder for a period of time consistent with the warranty life normally offered by the Seller.
- 13.5** The benefits of this warranty shall accrue to Buyer's customers and assigns to the same extent they shall accrue to Buyer. Articles ordered to government specifications shall comply with such specifications as are current as of this Order unless otherwise particularly specified by the Buyer. Under circumstance of Breach of Warranty, Buyer shall be entitled to avail itself cumulatively of all remedies provided in law or in equity. Seller shall make timely responses to Buyer's notifications of Breach of Warranty and shall respond with the understanding (and Seller agrees) that time will be of the essence in all instances.

14. PATENTS AND COPYRIGHTS

- 14.1** Seller agrees to save Buyer, its Customers, and agents harmless from any loss, damage, or liability incurred on account of any alleged infringement of any patent or copyright with respect to all supplies furnished under this Order. Seller also agrees that it will, at its own expense, defend any action, suit, or claim in which infringement is alleged provided Seller is duly notified as to such suit. In case a delivered item, or any part thereof, is held to constitute an infringement and the use of the item or any part thereof, is enjoined, Seller shall, at its expense, either procure for Buyer the right to continue using the item, or any part thereof, or replace same with non-infringing item, or part thereof, or modify item so that it becomes non-infringing, or in the event of the impossibility of the foregoing options grant Buyer a credit for the purchase price and shipment cost of such item. Seller shall not be liable to Buyer if any patent infringement or claim thereof is based upon the use of the item in combination with other materials where such infringement or claim thereof would not have occurred from the normal use for which the item was designed.

15. ASSIGNMENTS

- 15.1** Seller may not assign either its rights or obligations under this Order without the prior written consent of Buyer.

16. TERMINATION

- 16.1** For Cause: Buyer reserves the right to terminate the Purchase Order, or any part thereof, and to cancel all or any part of the undelivered portion of the Purchase Order if Seller:
- 16.1.1** fails to deliver the supplies or perform the services by the time specified in the Order,
 - 16.1.2** fails to deliver supplies or perform services that meet the required specifications, or otherwise breaches any of the other terms of the Order, including the warranties, or

16.1.3 fails to make progress in the work as to endanger performance.

16.1.4 Buyer shall also have the right to terminate the Order or any part thereof, and cancel all or any part of the undelivered portion in the event of the happening of any of the following: insolvency of Seller; filing of a voluntary petition in bankruptcy; filing of any involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty days from the date of such filing; or the execution of Seller of any assignment for the benefit of creditors. Buyer shall have no obligations to Seller in respect of the canceled portion of the Order and Buyer's liability shall be limited to payment for the delivered portion of the Order at the rate specified on the face hereof (reflecting quantity prices as though this Purchase Order had done to full completion). These remedies shall be cumulative and additional to any other or further remedies provided in law or in equity.

16.2 For Convenience: Buyer may, for its convenience, terminate work under a Purchase Order in whole or in part at any time by giving notice to Seller in writing. Seller will thereupon immediately stop work on the Purchase Order or the terminated portion thereof and notify any suppliers to do likewise. Seller shall be entitled to:

16.2.1 reimbursement for its actual costs incurred up to and including the date of termination, such cost to be determined in accordance with recognized accounting principles. In no event shall Buyer's obligations, as a consequence of the termination, exceed the Purchase Order price of the items terminated. At its election, Buyer shall have the right to direct the disposition of any or all work in process, parts, and materials included in the Seller's reimbursed costs: Seller will comply with and be reimbursed for reasonable expenses incurred in affecting Buyer's direction. Prior to settlement of any termination claim, Seller hereby grants to Buyer (i) the right to physically inspect any and all inventory included in the claim, and (ii) the right of Buyer, or its designee, to audit the directly pertinent books, records and documents, relating to the costs claimed for reimbursement.

16.3 If after the Order has been totally or partially terminated by a "for cause" notice, and it is determined that Seller's failure is excused pursuant to Section 14 below then such notice shall be deemed to have been issued "for convenience" and the rights of the parties shall be governed by Section 13.2 above.

17. EXCUSABLE DELAYS

17.1 Except with respect to defaults by Subcontractors of the Seller, Seller shall not be liable for failures or delays that arise out of causes beyond its control and without its fault or negligence. If the failure or delay is caused by the default of a Subcontractor at any tier, and it arises out of causes beyond the control of both Seller and the Subcontractor, and without the fault or negligence of either of them, then Seller shall not be liable to Buyer unless the supplies or services to be furnished by the Subcontractor are obtained from other sources in sufficient time to permit Seller to meet the Purchase Order requirements. In either circumstance, as a precondition to being excused, Seller shall give immediate written notice to Buyer, setting forth the cause, when Seller has reason to believe that deliveries will not meet the schedule.

17.2 Buyer shall be excused for failures or delays due to causes beyond its control and without its fault or negligence.

18. DISPUTES

18.1 Government-related disputes. In the event Seller makes any claim involving any action or directive by, or on behalf of, the Government, or any question as to Seller's compliance with the Prime Agreement ("Government-related dispute"), Seller shall submit its claim to Buyer, as a pass-through claim for presentation to the Government. In the case of a Government-related Dispute, Buyer's liability to Seller shall be limited solely and exclusively

to whatever monies are recovered in hand on behalf of Seller from the Government. If Seller submits a Government-related dispute to Buyer, and Buyer chooses at its sole discretion to present a pass-through claim against the Government, the following provisions will apply.

- 18.2 Claim presentation.** Buyer, upon the written request by Seller, shall present Seller's Government-related dispute to the Government as a pass-through claim for resolution under the "Disputes" provisions of the prime agreement and applicable law and regulation. Buyer agrees to present such claims for and on behalf of Seller and to pass Seller's Government-related dispute through to the Government in good faith, subject to Seller's providing sufficient justification, back-up and certification of said Government-related dispute.
- 18.3 Costs, fees, and expenses.** Seller shall bear all reasonable and documented costs, fees, and expenses associated with, and incurred by Buyer, as part of Buyer's presentation of Seller's Government-related disputes to the Government, including attorney's and consultant's fees.
- 18.4 Exclusive remedy.** The pass-through process described above shall be Seller's only remedy for Government-related disputes. Seller shall make no claims against the Buyer for Government-related disputes, and any such claims shall be dismissed.
- 18.5 Arbitration.** All claims and disputes arising under, or relating to, this Agreement that are not Government-related disputes (e.g., are directly and exclusively between Buyer and Seller) are to be settled by binding arbitration to be held in the District of Columbia, USA. The arbitration shall be conducted on a confidential basis pursuant to the the-existing commercial arbitration rules of the American Arbitration Association (AAA). Any such arbitration shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.
- 18.6 Mediation:** as a condition precedent to filing a demand for arbitration or otherwise initiating litigation, the parties hereto agree that they shall first attempt to resolve their dispute by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. That being said, a party can file a demand for arbitration simultaneously with the request for mediation, but AAA shall hold the demand for arbitration in abeyance until the mediator declares and impasse.
- 18.7 Applicable law.** The laws of the District of Columbia shall govern the construction and interpretation of the rights and duties of the parties under this agreement.
- 18.8 Duty to perform.** Pending final decision on any dispute under this article, Buyer and Seller will proceed and continue with performance unabated. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of this Agreement as directed by Buyer.
- 18.9 Applicable Law.** The laws of the District of Columbia shall govern the construction and interpretation of the rights and duties of the Parties under this Agreement.
- 18.10 Duty to Perform.** Pending final decision on any dispute under this Article, Buyer and Seller will proceed with performance.

19. COMPLIANCE WITH APPLICABLE LAWS

- 19.1** Compliance with Applicable Law. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, orders and regulations of the United States, the applicable statutes, rules, orders and regulations of the nation in which work is performed, and all other applicable state laws. This shall include, but not be limited to, compliance with the Foreign Corrupt Practices Act found at 15 U.S.C § 78dd-1 *et seq.*

20. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

- 20.1** The Seller shall provide immediate notice to the Buyer in the event of being suspended, debarred or declared ineligible by any U.S. Government department or other U.S. Federal

agency, or upon receipt of a notice of proposed debarment from a U.S. Federal agency, during the performance of this Agreement.

21. NON-SUPPORT OF TERRORISM

21.1 By signing acceptance of these terms and conditions the Seller certifies that to the best of its knowledge, it or its employees 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.

22. CONFIDENTIAL RELATIONSHIP

22.1 Both parties agree to treat as confidential all information supplied by the other party, and not in the public domain, in connection with this Order, including specifications, drawings, blueprints, and other technical data, or statements of work (collectively referred to as "documents"). Each party agrees to:

22.1.1 limit use of aforementioned documents or information to the performance of this Order, and

22.1.2 limit disclosure to those employees necessary for the performance of this Order, unless prior written consent has been granted by the disclosing party to permit other use of disclosure.

22.2 Each party shall, upon request or upon completion, promptly return all documents previously supplied and destroy any and all copies that were reproduced.

23. LIABILITY FOR INJURY

23.1 Seller shall indemnify and hold Buyer harmless against all loss and liability on accounts of claims of personal injury, death, and property damages resulting from any act or omission of Seller (including its agents, employees, and Subcontractor) in the course of performing this Order, including the supplies delivered or services performed hereunder. Seller shall maintain such Public, Liability, Property Damage, Employer's Liability, and Compensation insurance as will protect Seller and Buyer from the aforementioned risk and from claims under applicable Worker's Compensation statutes, where applicable and when required under a resultant Purchase Order.

24. ADVERTISING

24.1 Any advertising of this Order (including the supplies of services hereunder and pictures, descriptions, or samples thereof) is prohibited except by mutual agreement of the Buyer and Seller.

25. GOVERNING LAWS

25.1 This Agreement shall be construed in accordance with, and governed by the laws of District of Columbia, United States of America except that any provision of this Agreement that is incorporated in full text or by reference in this Agreement from any agency regulation or that is substantially based on any such agency regulation, shall be construed and interpreted according to the U.S. federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

26. GOVERNMENT AGREEMENT

26.1 If a federal government agreement number appears on the face of this Agreement, then the Federal Government clauses as amended as of the date of the Agreement, and listed in Annex C to the Agreement shall apply and prevail insofar as they are inconsistent with any of the provisions set forth above.

27. PRECEDENCE

27.1 Any inconsistencies in this Agreement shall be resolved in accordance with the following (in descending order of precedence): (1) cover sheet of the Agreement (2) Funding Client Flow Down Clauses, if any (3) Annex A Price List of Supplies/Items with supplemental terms and conditions, if any (4) Terms and Conditions.

28. TIMELINESS

28.1 Time is of the essence in this Agreement. Seller's timely performance is a critical element of this Agreement.

28.2 Unless advance shipment has been authorized in writing by Buyer, Buyer may store, at Seller's expense, or return and collect the shipping charges, all Goods received in advance of the scheduled delivery date.

28.3 If Seller becomes aware of difficulty in providing the Goods and Services, Seller shall promptly notify Buyer, in writing, giving pertinent details. This notification shall not change any delivery schedule.

29. PAYMENT AND SET-OFF

29.1 At any time Buyer may deduct from any payment(s) all or part of any amount due Seller, whether in connection with this Agreement or any other agreement(s) between Buyer and Seller, that Buyer determines to be owed to it by the Seller.

29.2 The Agreement Price(s) is/are all-inclusive and shall not be subject to adjustment based on Seller's cost experience, or for any other reason (unless and only to the extent otherwise expressly provided in this Agreement). Unless otherwise expressly stated in any other provision of the Agreement (or as may be reasonably agreed on a case-by-case basis and effected by the parties in an amendment), all costs, fees, direct and indirect costs, wages, fringe and other benefits, social charges, allowances, differentials, inspections and tests, audits, insurances, taxes, and service, labor and other charges, as well as all effort and risks of whatever nature and amount relating to or resulting from performing the Agreement, whether by Seller itself or third parties, shall be deemed to be included in the Agreement Price(s).

ANNEX A: PRICE LIST OF SUPPLIES/SERVICES

Details of supplies and/or services that may be supplied under this Agreement:

Line Item Number	Description	Unit of Measure	Unit Price (inclusive of Tax, if any) (USD)
A.1.			
A.2.			
A.3.			
A.4.			
A.5.			
A.6.			
A.7.			
A.8.			
A.9.			
A.10.			
A.12.			
A.13.			
A.14.			
A.15.			

ANNEX C: TERMS OF THE PRIME AGREEMENT

C.1 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

Seller certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

C.2 PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

a. Seller must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

C.3 TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014) (if international travel is anticipated under this agreement)

a. FLY AMERICA ACT RESTRICTIONS

(1) Seller must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by Contract pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the Seller selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, Seller must document such transportation in accordance with this provision and maintain such documentation for audit purposes. The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) Seller uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
- b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

b. DEFINITIONS

(1) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(2) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(3) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

C.4 OCEAN SHIPMENT OF GOODS (JUNE 2012)

All ocean shipments must have prior approval of the Buyer and must comply with US Flag Carrier restrictions.

C.5 TRAFFICKING IN PERSONS (ARPIL 2016)

a. Seller and all lower tier subcontractors or their employees, labor recruiters, brokers or other agents, must not engage in:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award;

(3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

- i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- iv. Charging employees recruitment fees; or
- v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. For Subcontracts which exceed an estimated value of \$500,000, Seller must submit to the Company, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. Seller must provide a copy of the compliance plan to the Company upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The Seller's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

- (a) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
- (b) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
- (c) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host country legal requirements or explains any variance.
- (d) A housing plan, if the Seller or any subcontractor intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
- (e) Procedures for the Seller to prevent any agents or subcontractors at any tier and at any dollar value from engaging in trafficking in persons activities described in section a. of this provision. Seller must also have procedures to monitor, detect, and terminate any agents or subcontractor or subcontractor employees that have engaged in such activities.

e. Seller receives any credible information from any source that alleges that the Seller, contractor, or agent has engaged in any of the prohibited activities identified in this provision, the Seller must immediately notify the Buyer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Buyer may direct the Seller to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the Seller or any subcontractor.

C.6 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

- a) 41 U.S.C. § 4712 states that an employee of the Seller may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Prime Agreement Number:

Vendor Name:

Agreement Number:

- b) Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:
 - i. Gross mismanagement of a Federal contract, grant or Cooperative Agreement;
 - ii. A gross waste of Federal funds;
 - iii. An abuse of authority relating to a Federal contract or grant;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).
 - vi.
- c) To qualify under the statute, the employee's disclosure must be made to:
 - i. A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
 - ii. A cognizant U.S. Inspector General;
 - iii. The U.S. Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A U.S. court or grand jury; or,
 - vi. A management official or other employee of Seller who has the responsibility to investigate, discover, or address misconduct.
 - vii.
- d) Seller must notify their employees of their rights in regard to this clause.

C.7 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

- (a) Definitions.

"Contract" has the meaning given in 2 CFR Part 200.

"Contractor" or "Seller" means an entity that receives a contract as defined in 2 CFR Part 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.
- (b) The Seller must not require its employees and subcontractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General). The Seller must notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- (c) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)
 - 1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that Contractor is not in compliance with the requirements of this provision.
 - 2) The Buyer and the Government may seek any available remedies in the event the Seller fails to comply with the requirements of this provision.
- (e) The Seller must include the substance of this provision, including this paragraph (e), in subcontracts under this award.

C.8 CHILD SAFEGUARDING (JUNE 2015) (INCLUDE IF CONTRACT ACTIVITIES INVOLVE CHILDREN)

- (a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child

abuse, exploitation, or neglect within USAID-funded programs. The organization 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 organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).
- (c) The following definitions apply for purposes of this provision:
- (1) Child: A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
 - (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
 - (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
 - (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
 - (6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - (7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

C.9 NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

- (a) USAID policy requires Seller not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award 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 provision is intended to limit the ability of the Seller to target activities toward the assistance needs of certain populations as defined in the award.
- (b) Seller must insert this provision, including this paragraph, in all subcontracts under this Agreement.

C.10 MANDATORY DISCLOSURES (JULY 2015)

Consistent with 2 CFR §200.113, Seller must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the Buyer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657

Prime Agreement Number:

Vendor Name:

Agreement Number:

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-seller-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

Seller must include this mandatory disclosure requirement in all subcontracts under this Agreement.

C.11 VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009) (include if Agreement involves family planning or population activities that will be supported, in whole or in part, from funds under this contract)

a. Voluntary Participation and Family Planning Methods:

- (1) Seller agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Seller agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.
- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

- (1) A family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short- term, widely attended training conferences or programs.
- (3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counselling, brochures, posters, or package inserts.
- (7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

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- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
- (9) Seller must notify the Buyer when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.

c. Additional Requirements for Voluntary Sterilization Programs

- (1) Funds made available under this award must not 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.
- (2) Seller must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
- (3) Further, Seller must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.
- (4) Seller must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award 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, must not be construed to prohibit the provision, consistent with local law, of information or counselling about all pregnancy options.
- (2) No funds made available under this award 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.12 Protection of the Individual as A Research Subject (April 1998)

- a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as amended. USAID's Cognizant Human

Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

- b. Seller organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the Contract must provide “assurance,” as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the “multiple project assurance” (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to the Buyer as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed “at least equivalent” to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.
- c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

C.13 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance) (September 2014)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- (b) (1) Except as provided in (b)(2), by accepting this Contract, Seller agrees that it is opposed to the practices of prostitution and sex trafficking.
- (b) (2) The following organizations are exempt from (b)(1):
 - (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - (ii) U.S. non-governmental sellers/subsellers and
 - (iii) Non-U.S. sellers and subsellers if the contract or Contract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (b) (3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. sellers, and subsellers that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or Contract by:
 - (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about

substantive policies of a Seller, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a Seller's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by the Buyer prior to the end of its term.

C.14 Defense Base Act (DBA) Workers' Compensation Insurance for Procurement Contract (December 2014)

Workers' Compensation Insurance (Defense Base Act)

(a) The Seller must--

- (1) Before commencing performance on any work purchased under this Agreement, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Seller qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Seller must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.
- (2) If USAID or the Seller has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for seller's employees who are not citizens of, residents of, or hired in the United States, the seller agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.
- (3) Within ten days of an employee's injury or death or from the date the Seller has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).
- (4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).
- (5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).
- (6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).
- (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).
- (8) When payments are suspended or when making the final payment, submit Form LS- 208 (Notice

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of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

- (9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lcdba.htm>.

Seller must insert the substance of this clause including this paragraph in all subcontracts to which the Defense Base Act applies (all services subcontracts performed overseas).

ANNEX D: COMPANY POLICIES AND PROCEDURES

By signing this Agreement, Seller acknowledges that it has received and read the following policies of the Prime Contractor and agrees to comply fully with such policies in performing this Agreement.

- Business Partner Code of Conduct.
- Child Protection Guidelines.
- [Insert others as required.]

All documents can be downloaded in full at: <http://www.thepalladiumgroup.com/policies>