



Request for Proposals (RFP)

Community Based Inclusive Development (CBID) Model

Impact Assessment-Phase II Baseline Survey Quantitative Data Collection

RFP No: AID-486-A-17-00004-RFP-USAIDOkard-02-2024

Part A: Cover Page

Issuance Date:	17 March 2024
Questions Due Date/Time:	24 March, 17.00 (Indochina time, Vientiane, Lao PDR)
Proposal Due Date/Time:	31 March 2024, 17.00 (Indochina time, Vientiane, Lao PDR)

The **USAID Okard Activity Phase II**, implemented by World Education, Inc. (WEI), is soliciting proposals for **Community Based Inclusive Development (CBID) Impact Assessment- Phase II Baseline Survey Quantitative Data Collection**. **USAID Okard Activity Phase II** is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal regulations and provisions.

Please submit your most competitive proposal in accordance with the instructions to offerors and terms of reference. Any award issued as a result of this RFP will be subject to all instructions, terms of reference/ specifications, certifications, terms and conditions and funder required clauses. This RFP document includes the following parts:

PART A:	Cover Page
PART B:	Instructions to Offerors
PART C:	Terms of Reference
PART D:	Certifications
Attachment A:	General Terms & Conditions
Attachment B:	Funder Required Clauses

All proposals, inquiries, and correspondence pertaining to this solicitation are to be directed to the attention of:

USAID Okard
Attn: Samantha Pike, Deputy Chief of Party
World Education
PO BOX 6782
Vientiane, Lao PDR
Tel: +856-21-214 524/222 439
Email: samantha_pike@la.worlded.org

Note: This RFP is open to applications from research companies not individuals.

WEI is committed to the highest standards of ethics and integrity in procurement. WEI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. WEI also strictly prohibits collusion (bid rigging) between vendors and between vendors and WEI staff. WEI selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to WEI employees. Vendors who do so will be disqualified from doing business with WEI. Additionally, WEI has a conflict of interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor. If at any time your organization has concerns that an employee has violated WEI policy, you may submit a report via WEI's Code of Conduct Helpline at: or www.wei.ethicspoint.com.

Part B: INSTRUCTIONS TO OFFERORS

1. DEFINITIONS

Offeror: The firm providing proposals for the supplies or services requested under this RFP.

Contractor/Vendor: The firm awarded the services requested under the RFP in the form of a PO/contract.

Buyer: World Education, Inc. (WEI).

2. PROPOSAL SUBMISSION AND REQUIREMENTS

Offerors are encouraged to read the RFP document in its entirety and ensure that their proposal addresses all of the items cited in the proposal instructions and meets the selection criteria. All proposals must be submitted by the deadline established on the cover page of this RFP. Offers received after this due date and time will not be accepted for consideration.

Questions:

All questions or clarifications regarding this RFP must be in writing and submitted to samantha_pike@la.worlded.org, no later than **24 March 2024**. Questions and requests for clarification, and the responses thereto, will be posted on WEI website or circulated to all RFP recipients who have indicated interest in this RFP.

Only written answers from WEI's authorized representative will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees of WEI, the **USAID Okard Activity Phase II**, or any other party, will not be considered official responses regarding this RFP.

Submission of Proposals:

The Offeror's proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by an individual who has signatory authority for the offeror. The offeror must submit a complete proposal package on or before the due date and time to **Samantha Pike** at samantha_pike@la.worlded.org. Proposals must be submitted by email only with the subject line "**RFP No: AID-486-A-17-00004-RFP-USAIDOkard-02-2024**"

The proposals must be prepared in two separate volumes: i. Technical Proposal; and Cost Proposal. The technical and cost proposal must be kept separate. Technical proposals must not make reference to pricing data in order to evaluate the technical proposal strictly on the basis of technical merit.

The written proposal must contain the following information and documentation:

a) **Technical Proposal Requirements/ Proposed Plan and Approach**

The Technical proposal shall describe how the offeror intends to carry out the Terms of Reference as stated in Part C. It should be concise, specific, complete, and demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It must demonstrate the offeror's eligibility, as well as their capabilities and expertise in conducting each step of the activity.

Offeror's shall include only information necessary to provide a clear understanding of the proposed action and the justification for it. Greater detail than necessary, as well as insufficient detail may detract from a proposal's clarity. Assume that the reader is not familiar with the particular context in which the project will be implemented. Minimize or avoid the use of jargon and acronyms as much as possible. If acronyms or abbreviations are used, include a separate page explaining the terms.

b) **Capabilities and Past Performance**

The offeror must submit a capabilities statement along with documentary evidence of past performance.

The capabilities statement should not exceed five (5) pages in length and will be used to evaluate the offeror's organizational, financial, and technical capacity, in relation to the Terms of Reference in Part C. The Capabilities Statement must include but is not limited to: size of the agency, financial resources available to complete this work, staffing competencies and capabilities, past experience performing similar work with other donor organizations, and a company profile and/or brochure.

c) **Cost Proposal Requirements**

1. The offeror should submit their most competitive and complete cost proposal.
2. A fixed unit cost and total cost proposal for completion of works as described in the terms of reference (Part C).
3. All costs must be stated in **Lao Kip (LAK)**.
4. A fixed price for each category of deliverable, each of which will be considered a fixed price budget for that specific segment of work. The price of the PO/ contract to be awarded will be an all-inclusive fixed price. No profit, fee or additional costs can be included after the award. All items/ services must be clearly labeled and included in the total offered price.
5. The offeror should submit a cost proposal budget narrative.

Cost Proposal Budget Narrative Preparation Instructions

A detailed budget narrative that justifies the costs as appropriate and necessary for the successful completion of proposed activities should be attached to the budget. The budget narrative should clearly describe the project and cost assumptions. All proposed costs and estimates must be reasonable and allowable in accordance with the US Government's Cost Principles established in 2CFR200, Subpart E. All proposed costs must be directly applicable to performing the work under the award and budgeted amounts should not exceed the market cost/value of an item or service.

The budget narrative should be of sufficient detail so that someone unfamiliar with your organization or the activity could review and adequately understand and grasp the assumptions, reasonableness and calculation method used.

Budget narrative must be prepared using Microsoft Word software. Supporting information must be provided in adequate detail for conducting a comprehensive analysis.

d) Other Requirements

The curriculum vitae of data collection team including the team leader of the Research that includes information on research grants/ studies, publications, professional training and key expertise.

e) Certifications

The proposal shall be accompanied by all required Certifications in Part D, signed by an authorized official of the offeror.

- a. Representations and Certifications
- b. Certification Regarding Debarment, Suspension, or Proposed Debarment

3. AWARD

WEI intends to issue a fixed price purchase order / contract to the offeror(s) who best meet the criteria specified in this RFP and are determined to be responsible and eligible contractor to provide the required goods/services.

4. EVALUATION CRITERIA

Proposals will be evaluated first to ensure that they meet all mandatory requirements and responsive. To be determined responsive, a proposal must include all documentation as listed in section 2. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

Responsive proposals will be evaluated and ranked by a committee on a technical basis according to the criteria below. Those proposals that are considered to be technically acceptable shall then be evaluated in terms of cost.

For the purpose of selection, the evaluation will be based on the following weighted point scale (totaling 100 points) of the proposal in its entirety, including, but not limited to, the following:

No	Criteria	Points
1	<p>Technical Approach, Methodology and Implementation plan</p> <ul style="list-style-type: none"> ● Comprehensiveness of proposal approach. Clarity and appropriateness of proposed activity. ● Implementation plan and proposed timeline are realistic and include all proposed elements of activity. ● Responsiveness to Terms of Reference 	40
2	Capabilities and Past Performance	30

	<ul style="list-style-type: none"> ● Organizational, financial and technical capabilities and resources to implement this work ● Previous successful past experience implementing similar activities. 	
3	Proposed Costs <ul style="list-style-type: none"> ● Reasonableness of proposed budget based on scope of activities proposed. ● Summary budget, detailed budget, and budget notes included. ● Comparative lowest price 	30
	Total	100

4. TERMS OF AWARD

This document is a request for proposals only, and in no way obligates WEI or its donor to make any award. Please be advised that under a fixed price contract the work must be completed within the specified total price. Any expenses incurred in excess of the agreed upon amount in the PO/ contract will be the responsibility of the contractor and not that of WEI or its donor. Therefore, the offeror is duly advised to provide its most competitive and realistic proposal to cover all foreseeable expenses related to providing requested goods/services.

All deliverables produced under the future award/contract shall be considered the property of WEI. WEI may choose to award a contract for part of the activities in the RFP. WEI may choose to award a contract to more than one offeror for specific parts of the activities in the RFP.

5. PROPOSAL VALIDITY

The offeror's technical and cost proposals must remain valid for not less than 120 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the offeror to its provisions.

6. PAYMENT TERMS

WEI payment cycle is net 30 days upon receipt of deliverables, goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with WEI in meeting the terms and conditions of payment will be given the highest consideration.

7. FINANCIAL RESPONSIBILITY

Offerors which are firms and not individuals must include in the capabilities statement that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined below. WEI reserves the right to request and review the latest financial statements and audit reports of the offeror as part of the basis of the award.

8. LANGUAGE

The proposal, as well as correspondence and related documents should be in English.

9. SOURCE/NATIONALITY

All goods and services offered in response to this RFQ must meet the source and nationality requirements set forth in United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, Iraq, Laos, Libya, North Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries.

The authorized geographic code for this RFQ is 937. Code 937 is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, and excluding prohibited sources. This means goods not located in **Lao PDR** can only be shipped from the U.S. or a developing country (excluding advanced developing countries). The list of eligible developing countries is at: <https://www.usaid.gov/sites/default/files/documents/1876/310maa.pdf>. The list of advanced developing countries is at: <https://www.usaid.gov/sites/default/files/documents/1876/310mab.pdf>.

10. NEGOTIATIONS

The offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of an offeror's proposal. However, the project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a contract. The project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a PO/ contract. In the event that an agreement cannot be reached with an offeror the Project will enter into negotiations with alternate offerors for the purpose of awarding a PO/ contract without any obligation to previously considered offerors.

11. REJECTION OF PROPOSALS

WEI reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing offerors, without explanation.

12. INCURRING COSTS

WEI is not liable for any cost incurred by offerors during preparation, submission, or negotiation of an award for this RFP. The costs are solely the responsibility of the Offeror.

13. MODIFICATIONS

WEI reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFQ.

14. CANCELLATION

WEI may cancel this RFP without any cost or obligation at any time until issuance of the award.

Part C: Terms of Reference

Purpose:	Community Based Inclusive Development (CBID) Impact Assessment- Phase II Baseline Survey <u>Quantitative Data Collection</u>
Activity Manager:	Samantha Pike
Period of Performance:	1 May 2024– 5 July 2024
Place of Performance:	Lao PDR: Vientiane, Savannakhet, Sekong and Xieng Khouang
Activity Code:	30231

DESCRIPTION OF REQUIREMENT (GOODS OR SERVICES):

I. Background

World Education (WE) has been operational in the Lao PDR since 1992. WE has worked in a number of sectors (agriculture, education, health, microfinance, and repatriation) over the past 25 years. Projects are currently focused on: Education, Health, Mine Action and Economic Development with disability and gender as cross cutting issues.

1. **Mine Action:** addressing the needs of unexploded ordnance (UXO) accident survivors and their families;
2. **Education:** coordinating a UXO education and awareness program in primary schools in the 49 districts of eleven provinces which are most heavily impacted by UXO;
3. **Health:** implementing an integrated disability inclusion project with multiple partners; providing training in First Aid to Village Health Volunteers; and
4. **Economic Development:** establishing a Women’s Entrepreneurial Centre in Vientiane.

In implementing these activities, World Education works in partnership with relevant Government of Lao PDR agencies including the Ministry of Health, Ministry of Education and Sports, Ministry of Labour and Social Welfare, Ministry of Industry and Commerce, National Regulatory Authority and Ministry of Foreign Affairs. To learn more visit us at www.worlded.org or www.laos.worlded.org

Rationale

USAID Okard (ໂອກາດ) is a 10-year project managed and implemented by World Education (October 2017 – September 2027) together with several partners from government and civil society organizations. The project intends to improve and sustain the independent living and functional ability of persons with disabilities, regardless of factors such as age, sex, gender, ethnic origin, or indigenous status, and their households in Lao PDR. USAID Okard project is currently in transition from Phase I (October 2017 – September 2023) to Phase II (October 2023 – September 2027) and will expand its target areas into more villages, districts and provinces including Central level, Xieng Khouang, Sanvanakhet, and Sekong provinces.

II. Objectives

The overall objectives of the Impact Assessment are as follows:

- a. Objective 1: Identify the level of activity and participation (function) and wellbeing of people living in target areas and measure the changes after the interventions of USAID Okard.
- b. Objective 2: Understand the knowledge, attitudes and practices (KAP) of community stakeholders including people with disability themselves and their family, regarding disability and inclusion, and measure the changes after the interventions of USAID Okard.

Data Collection Team:

The CBID demonstration impact assessment will include both quantitative and qualitative data collection and analysis. **This RFP is only for quantitative data collection** completed by a team of enumerators led by the external consultant of a research company, and in close collaboration with the Technical Management Committee of USAID Okard.

III. Activities/Tasks (Services) or Specifications (Goods)

World Education is seeking Data Collection Team to be part of the Phase II baseline impact assessment team and take responsibility in managing the quantitative data collection in The CBID model districts in targeted villages in Kham and Khoun District in Xieng Khouang Province, Nong and Sepon District, Savannakhet Province and Dakcheung District, Sekong Province.

The quantitative data Collection Team should include: Team Leaders (4 persons), Quantitative enumerators (40 people)

Key Activities and expected deliverables of the Data Collection team:

Under the supervision of the external consultant and USAID Okard Technical Management Committee, the Data Collection Team will be tasked for:

Before quantitative data collection:

- Build the enumerator team for quantitative data collection (digitalized);
- Participating in the quantitative data collection workshop conducted by the Consultants and USAID Okard team;
- Assisting in coordinating with government counterpart for activity implementation approval;
- Demonstrating their abilities and understanding in team management
- Provide tablet renting or source for tablet renting (negotiable)

During data collection:

- Coordinating with local authorities or village committees at each survey site to gain all essential information for conducting quantitative survey;
- Collecting quantitative data (digitalized) with high quality as assigned; the quantitative data should be submitted to the designated platform
- Verifying the quality of data collected by team members and has to be submitted or uploaded into the database on a daily basis;
- Providing daily reflection and feedback to the USAID Technical Committee on their team's performance, progress and address any concerns that they may have;
- Ensuring the devices provided for the work are well kept and maintained. (the survey equipment must be returned in the same condition);

- Ensuring all team members show respect to the people with disabilities and their families and are easy to work with, and
- Ensuring the data is collected professionally with high quality

IV. Deliverables and Schedule

The Data Collection Team deliverables are:

- Deliverable 1: Forming the quantitative enumerator team and provide the name list of the team member and position
- Deliverable 2: Attend the training and demonstrate the ability to conduct the quantitative data collection (digitalized) as required
- Deliverable 3: Quantitative data submitted to the database within the agreed time

Time frame: This CBID baseline quantitative survey data collection for Phase II is expected to implemented from May- July 2024

Estimated date	Activity	Number of members	Number of days
1-24 May 2024	Preparation of quantitative data collection team	Team leader	3 days
2-4 June 2024	Training in Vientiane	All team members	3 days
7-23 June 2024	Data collection Xieng Khouang team (Kham and Khoung District)	1 team leader 10 quantitative enumerators	14 days plus 2 days travel
7-18 June 2024	Data collection Sepon District team in Savannakhet province	1 team leader 10 quantitative enumerators	10 days plus 2 days travel
7-18 June 2024	Data collection Nong District team in Savannakhet province	1 team leader 10 quantitative enumerators	10 days plus 2 days travel
7-18 June 2024	Data collection Dakcheung District in Sekong province	1 team leader 10 quantitative enumerators	12 days plus 2 days travel
25 June -5 July 2024	Final data collection tasks and submission of quantitative data plus administrative tasks	Senior Team leader	5 days

Part D: Certifications

A. Representations & Certifications

1. Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

- (a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).
- (b) This contract will NOT be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; or DOES NOT have an estimated value that exceeds \$500,000. Vendors are exempt from this certification requirement.
- (c) This contract WILL be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$500,000. Vendor certifies that—
- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
 - (2) After having conducted due diligence, either—
 - (i) To the best of the offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

2. Other Representations & Certifications

- (a) If the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (b) applies. Skip to “3” below
 - (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference

- (c) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (d) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,
 - (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
 - (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (iii) Taxes are considered delinquent if both of the following criteria apply:
- A. *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - B. *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (See FAR 52.209-5 for examples)
- (e) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

- (i) It [] is, [] is not an inverted domestic corporation; and
- (ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(f) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The offeror represents that—

- (i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(g) *Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation.* By submission of its offer, the offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

3. Certification of Vendor

By signature hereon, or on an offer incorporating these Representations and Certifications, the offeror certifies that they are accurate, current, and complete, these Representations and Certifications are binding on the Vendor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Vendor.

Offeror Name: _____

Signatures: _____

Signatory Name: _____

Signatory Title: _____

Date: _____

B. Certification Regarding Debarment, Suspension, or Proposed Debarment

By signing and submitting this certification, the offeror certified that neither it nor any of its Principals are () are not () presently debarred, suspended, proposed for debarment, or otherwise declared ineligible from participation in this transaction by any Federal department or agency.

Offeror Name: _____

Signatures: _____

Signatory Name: _____

Signatory Title: _____

Date: _____

ATTACHMENT A: GENERAL TERMS & CONDITIONS

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO)/ contract, of the type, in the quantity, at the delivery date and at the price as indicated on the PO/contract. The quantity of the goods and services shall conform in all respects to the requirements of the PO/contract. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. **INSPECTION/ACCEPTANCE:** The Vendor shall tender for acceptance only those items that conform to the requirements of this purchase order/contract. WEI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. WEI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. WEI must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. WEI has unilateral authority to determine if the performance results have been met.
3. **INVOICE REQUIREMENTS:** Invoices shall be submitted prior to payment. Each invoice shall identify the Vendor's name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the purchase order number and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by WEI, payment shall be made to the Vendor as per the payment terms and in the currency stated on the purchase order.
4. **TERMINATION FOR CONVENIENCE:** WEI reserves the right to terminate this purchase order/contract, or any part, for its convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the purchase order, the Vendor shall be paid a percentage of the purchase order price reflecting the percentage of the work performed prior to the termination.
5. **TERMINATION FOR CAUSE:** WEI reserves the right to terminate this purchase order/contract, or any part, for cause in the event of any defaults by the Vendor, or if the Vendor fails to comply with the terms and conditions of the purchase order/contract, or fails to provide WEI with adequate assurances of future performance. In the event of termination for cause, WEI shall not be liable for any amount of supplies or services not accepted, and the Vendor shall be liable to WEI for any and all rights and remedies provided by law.
6. **WARRANT:** Vendor warrants that the goods and/or services delivered and rendered hereunder conform to the purchase order/contract requirements, are free of latent defects, and are merchantable and fit for use for the particular purpose described in the purchase order (or, if no such purpose is specifically described, for the purposes for which the goods or services, as applicable, are ordinarily used).
7. **CHANGES:** Changes in the terms and conditions of this purchase order may be made only by written amendment issued by WEI.
8. **RISK OF LOSS:** Unless the purchase order/contract specifically provides otherwise, risk of loss or damage to the supplies provided under this purchase order shall remain with the Vendor until, and shall pass to WEI upon delivery of the supplies to WEI at the destination specified in the purchase order. This clause is applicable to goods only.
9. **CONFLICT OF INTEREST:** Vendor agrees that there is no conflict of interest in accepting this purchase order/contract, which might affect the ability to conduct fair and useful technical assistance on behalf of WEI.
10. **CONFIDENTIALITY:** The Vendor agrees to treat all information provided by WEI or gathered during the course of providing services as confidential and privileged and to not publish or disseminate such information or otherwise share such information with any third party without the written consent of WEI.
11. **RIGHTS IN WORK PRODUCT:** Vendor agrees that WEI retains the entire right, title and interest in all deliverables, data, and other intellectual property produced by the Vendor under this agreement (collectively "Work Product"). Vendor agrees that the Work Product is specially commissioned and works made-for-hire, and that WEI is deemed the author for copyright purposes. To the extent that any Work Product is not deemed work made-for-hire, Vendor hereby assigns to WEI all its right, title and interest in such Work Product.
12. **PRICES:** The Prices (Unit Prices and extended prices) specified in the purchase order/contract are firm, fixed, all-inclusive total prices including all taxes or duties as may be applicable, and covering performance of all of Vendor's obligations under

REQUEST FOR PROPOSALS

RFP NO: **AID-486-A-17-00004-RFP-USAIDOkard-02-2024**

the purchase order, including, but not limited to, delivery of the goods and/or services in accordance with the purchase order delivery term and performance of all associated and related services.

13. **LIQUIDATED DAMAGES:** Both parties acknowledge that the time fixed for delivery in this Purchase Order/contract is of the essence as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages WEI will suffer in the event of Vendor's delayed performance. In the event of delay in performance, WEI reserves the right, in addition to any other remedies under this PO, to retain as liquidated damages from any payment due the Vendor an amount equal to one percent (1%) of the cost of the PO for every complete week of delay or a part thereof, reckoning from the time fixed by the PO. The total amount of the liquidated damages shall, however, be limited to ten percent (10%) of the value of the delayed contract. The parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm they have been negotiated and agreed upon.
14. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for disbarment, excluded or otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency,
15. **IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING:** The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This includes 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). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.
16. **MANDATORY DISCLOSURES/ANTI-TRAFFICKING:**
 - a. Vendor must disclose to WEI any credible evidence received that alleges fraud, conflict of interest, bribery, or gratuity violations potentially affecting this purchase order or the Prime Contract/Agreement. Vendor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee's disclosing such information to WEI, a Member of Congress, or an authorized official of a Federal agency. Disclosures of credible evidence must be submitted to the WEI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at www.WEI.ethicspoint.com.
 - b. WEI is committed to high standards of ethics and integrity including the prohibition of actions that would support trafficking in persons and procedures to prevent such acts and report any violations. As such, WEI's Anti-Trafficking Policy is incorporated into this purchase order. This policy prohibits WEI and its partners, consultants, vendors, and other agents from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. This policy also requires that Vendor immediately report to WEI any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this purchase order. Violations of the WEI Anti-Trafficking Policy must be reported to the WEI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at www.WEI.ethicspoint.com.
 - c. By signing this Agreement, the Vendor confirms that the Vendor has read, understands and agrees to comply with the WEI/WEI Anti-Trafficking Policy attached or posted at www.WEI.com.
17. **COMPLIANCE WITH LAWS:** Vendor explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including, as applicable, 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. If this is a Purchase Order for services, Vendor also shall not discriminate against any of the intended beneficiaries of the program for which services are provided, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through the program on the basis of any factor not expressly stated in this agreement.
18. **ANTI-LOBBYING:** The Vendor, by signing this purchase order/contractor, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this purchase order.
19. **REMEDIES:** Violation of any of the terms and conditions of this agreement constitutes grounds for termination of the assignment and may result in the Vendor being barred from future assignments with WEI. The exercise of these rights does not limit WEI's right to also seek any and all other legal remedies.

REQUEST FOR PROPOSALS

RFP NO: **AID-486-A-17-00004-RFP-USAIDOkard-02-2024**

20. INDEMNIFICATION: The Vendor shall indemnify and hold WEI harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Vendor's negligence, willful misconduct, breach of this agreement, or other legal wrong-doing in any way connected with activities under this Agreement.
21. DISPUTES: In the event of any claims or disputes arising from or relating to this Purchase Order, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they fail to reach such a solution within sixty (60) days, either Party may refer the matter to arbitration, which shall be the exclusive method of resolving such disputes. The arbitration shall be conducted in Boston, Massachusetts or, if WEI determines at its sole discretion it would be more convenient, in the country of performance. The arbitration shall be administered by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its International Arbitration Rules before a single arbitrator appointed in accordance with such rules. The results of arbitration shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment may be entered upon the award in any court of competent jurisdiction.
22. FORCE MAJEURE: Neither party shall be liable in damages for any default in performing hereunder if such default is caused by a force majeure event, including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
23. GENERAL:
 - a. This Purchase Order is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Purchase Order may be amended only by an instrument executed by the authorized representatives of both parties.
 - b. Every provision of this Purchase Order is intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this agreement, and all other provisions of this agreement shall remain in full force and effect.
 - c. This Purchase Order shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.

ATTACHMENT B: FUNDER REQUIRED CLAUSES

1. **NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.**

- (a) This contract incorporates one or more clauses by reference. When applicable, these clauses are given the same force and effect as if they were given in full text. Upon request, WEI will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):
<https://www.usaid.gov/ads/policy/300/303maa>
- (b) For purposes of the those clauses that provide for rights, obligations and procedures effecting the Government’s rights and WEI’s obligations under the prime agreement, references to the “Recipient” or “Contractor” shall mean “Vendor” and “Award”, “Agreement” or “Contract” shall mean “Purchase Order”; references to the “Government” shall mean the “Government and WEI”, “the Contracting Officer” shall mean the “Contracting Officer and WEI.” In all other instances, references to the “Government” shall mean “WEI;” references to the “Government Agreement Officer” shall mean the “WEI.”

**USAID Standard Provisions for U.S. Nongovernmental Organizations
(ADS Reference 303maa - Mandatory Reference for ADS 303)**

Number	Title	Date
M3	NONDISCRIMINATION	JUNE 2012
M8	USAID ELIGIBILITY RULES FOR GOODS AND SERVICES	JUNE 2012
M17	TRAVEL AND INTERNATIONAL AIR TRANSPORTATION	DECEMBER 2014
M18	OCEAN SHIPMENT OF GOODS	JUNE 2012
M20	TRAFFICKING IN PERSONS	APRIL 2016
M24	PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS	SEPTEMBER 2014
M26	PROHIBITION OF REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	MAY 2017
M29	NONDISCRIMINATION AGAINST BENEFICIARIES	NOVEMBER 2016
RAA5	VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	JANUARY 2009

2. **CONDOMS (ASSISTANCE) (SEPTEMBER 2014)**

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled, “USAID HIV/STI Prevention and Condoms.” This fact sheet may be accessed at:
<http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>

The prime recipient must flow this provision down in all subawards, procurement contracts, or subcontracts for HIV/AIDS activities.

3. **PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)**

- (a) This 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 agreement 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 award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.
- (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 organization recipients/subrecipients and contractors/subcontractors
 - iii. Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

REQUEST FOR PROPOSALS

RFP NO: **AID-486-A-17-00004-RFP-USAIDOkard-02-2024**

(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract 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 recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient'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) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities

(e) 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 USAID prior to the end of its term.