REQUEST FOR QUOTATIONS

RFQ NO: 17_004

REQUEST FOR QUOTATIONS
PROCUREMENT OF PROJECT VEHICLES

RFQ NO: 17_004
Issuance Date: 25 September 2017
Closing Date for Questions: 9 October 2017
Due Date and Time: 25 October 2017; 17:00 hours

John Snow, Inc. (JSI) is a public health management consulting organization dedicated to improving the health of individuals and communities through improved quality, access, and equity of health services and improved health systems.

JSI is issuing a request for quotes (RFQ) for 4x4 vehicles for our USAID/Zambia Supporting an AIDS-Free Era (SAFE) Project. This procurement is funded by the U.S. Agency for International Development and is subject to all applicable Federal regulations and provisions.

Interested suppliers are invited to submit quotations for the above item in line with this solicitation’s requirements. This is a request for quotes only, and in no way obligates JSI, the Project or USAID to make an award. Award(s) made subsequent to this solicitation will be subject to the terms and conditions described herein.

Please submit your most competitive quotation in accordance with:

PART A: INSTRUCTIONS .............................................................................................. 2
PART B: CLAUSES .......................................................................................................... 5
PART C: ATTACHMENTS TO THE RFQ .................................................................... 24

All quotations, inquiries, and correspondence pertaining to this solicitation as well as Submission of Quotes, must clearly reference “JSI RFQ 17_004” and are to be directed to the attention of Cecelia Angelone in writing via email to safeprocurement@zm.jsi.com. All correspondence must reference the above RFQ number.

Thank you,

Hazem Mansour
Director, Finance & Operations
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

PART A: INSTRUCTIONS

1. QUOTATION SUBMISSION INSTRUCTIONS

Please submit a quotation addressing the terms and conditions of this RFQ in by email by 17:00 hours, 25 October 2017 local time to:

   safeprocurement@zm.jsi.com

Any questions should be submitted via above email by October 9, 2017. Responses to all questions will be sent by email to all companies who have expressed interest, received an RFQ, and provided contact email addresses by that time. In addition, consolidated response to questions will also be published on JSI website.

The Technical and Cost Quotations should be submitted together in clearly marked files. Hardcopy submissions will not be accepted.

2. TECHNICAL REQUIREMENTS

For each product quoted, include:

- Provide a picture and product description. (A product brochure may serve this purpose).
- Past performance references, including contact details, from three previous customers for supply of similar goods as included in this RFQ.
- A copy of manufacturer’s authorization as exclusive agents or distributor must be attached. Manufacturers and/or authorized dealers with agents should have strong after sale and service network in Zambia.
- Appropriate documentation as an evidence of your company’s capacity for after sale service or through agent(s) in Zambia.
- Specify country of manufacture and assembly.
- Guaranty, warranty, and any After Sale Services provided with offer. Guaranty and Warranty must be valid in Zambia.
- Delivery time and method of delivery to LUSAKA, ZAMBIA needs to be stated in the quote together with shipping details (see Cost Requirement Section)
- Quote availability ex-works (and number of vehicles in-stock) and estimated lead time for delivery in-country. The commodity should be delivered to its final destination in 20ft or 40ft containers. Specify the delivery transportation route.
- Goods must be new. Used or reconditioned items are not acceptable.
3. PRODUCT SPECIFICATIONS

JSI is looking for high quality and durable vehicles with detailed specifications in the attached Template. JSI will purchase 4x4 vehicles station wagon types. The offeror must complete the attached Template for all items quoted, to confirm meeting of requested specifications. The Template should be submitted in excel format.

JSI is requesting quotations for quantity 9 vehicles at this time, but reserves the right to adjust final quantity up to 15 vehicles in accordance with project needs, for purchase at that time or purchase within a specified time period.

4. COST REQUIREMENTS

a) Pricing

- Unit price and total price quoted net of VAT, duty and taxes in Zambian Kwacha (ZMW) (preferred) or USD;
- VAT, duties and any applicable taxes quoted separately from the total price;
- Unit and total cost for transporting the vehicle from the Manufacturer to Lusaka, Zambia. Cost should include: freight, handling, insurance, etc.
- Quotes prices should be DDP (delivery duties paid), Lusaka, Zambia, including freight, insurance and all costs for customs clearance. All supplies will however be free of import duty, VAT or other taxes. JSI will provide the necessary exemption documentation.
- JSI is exempted from payment of VAT, taxes and duties. Appropriate documentation will be provided to successful bidders at the time of customs clearance.
- Prices should also include full PDI (Pre Delivery Inspection) before delivery to the end user.
- Quotes must include validity of prices, no less than 120 days;
- Disclose in the quotation any legal or regulatory actions pending against the Offeror;
- The Offeror must clearly specify all terms of payment and/or fees;
- The selected Offeror will be required to submit completed and signed certifications in this RFQ

b) Shipping

Please include the estimated shipping specification as follows (if applicable):

- Size of Ocean Container per destination (if applicable)
- Gross Weight (kgs) and dimensions (m3) of each Ocean Container per destination
- Total gross weight (kgs) and total cube (m3) of each Ocean Container per destination

Shipments by Sea shall be on a Full Container Load (FCL) Basis, and via an American Flag Carrier, to the extent required by Cargo Preference Regulations. If a US-flag carrier is not available, a waiver must be pursued in coordination with JSI.

Additional shipping instructions will be provided after award.
REQUEST FOR QUOTATIONS  
RFQ NO: 17_004

c) Transit Insurance

Where the Incoterm requires the supplier to include transit insurance, the supplier shall provide such on the following basis as a minimum:

- Institute Cargo Clauses (Air/Sea), also referred to as “All Risks”,
- Institute War Clauses (Air/Sea Cargo) and Institute Strikes Clauses (Air/Sea Cargo)
- Warehouse to warehouse
- Coverage shall be 110% of the delivered price of the Contract

Please provide details of any deductibles applicable.

In the event of a contract the supplier will be required to provide a Certificate of Insurance evidencing the terms of the cover provided.

5. AWARD BASIS

JSI will evaluate quotations on a best value basis and on overall responsiveness to RFQ requirements. To be considered responsive:

- Offers must be submitted on time
- Offers must be responsive to requirements outlined above
- All necessary certifications must be included

Quotes that don’t meet these requirements may be disallowed from further consideration.

Technical (35 points)
- Degree to which the features of proposed model coincide with the desired features.
- In-country after sales service availability.

Warranty/Maintenance/Service (10 points)
- Warranty (length and coverage, and its applicability to Zambia).
- Ease to the end-user of obtaining after-sales service and spare parts.

Delivery (10 points)
- Delivery time: turn-around time from issuance of purchase contract to arrival at Lusaka, Zambia.

Experience and Past Performance (10 points)
- Supplier longevity and/or financial stability.
- General experience providing similar goods/services.
- References from clients who have bought similar products preferably international NGOs.
- Quality of previous business relationship with JSI, if any.

Price (35 points)
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

PART B: CLAUSES

1. DEADLINE
   Quotations must be received by the designated deadline, or they may not be considered.

2. QUESTIONS OF CLARIFICATION
   Interested companies should direct any questions about the RFQ by the deadline and to the contact person listed on page 1.

3. OFFER VALIDITY
   Your quotation must remain valid for a minimum of 120 days. Quotations should be signed by an official authorized to do so.

4. LANGUAGE
   The quotation, as well as correspondence and related documents, should be in English.

5. NEGOTIATIONS
   The most competitive quotation is requested. It is anticipated that contracts will be awarded solely on the basis of information received. However, JSI reserves the right to request responses to questions and conduct negotiations with any potential vendor prior to awarding a contract.

6. REJECTION OF QUOTATION
   This document is a request for quotation only, and in no way obligates JSI to make an award. JSI reserves the right to reject any and all offers received and/or to cancel the RFQ. Offerors whose quotation is not selected will be notified.

7. INCURRING COSTS
   JSI is not liable for any cost incurred during preparation, submission, or negotiation of an award for this RFQ. The costs are solely the responsibility of the potential offeror.

8. REPRESENTATIONS AND CERTIFICATIONS
   The quotation shall be accompanied by any requested representations or certifications signed by an authorized official of the Offeror.

9. CONTRACT TYPE
   JSI anticipates awarding a fixed price contract. The award will include a statement of the total fixed price; the delivery date; the guiding US-government and other clauses; and invoicing information. Any expenses incurred in excess of the agreed upon amount will be the responsibility of the supplier and not that of JSI. Therefore, provide the most competitive and realistic cost/budget proposal to cover all foreseeable expenses related to the tasks outlined in this document.

10. FINANCIAL RESPONSIBILITY
    Quotes must certify as to the financial viability and resources of the company to complete the proposed activities within the period of performance and under the terms of payment mentioned
below. JSI reserves the right to request and review the latest financial statements and audit reports as part of the basis of the award.

11. PAYMENT TERMS
The supplier will submit an invoice for payment after being notified of receipt and acceptance of the goods/services by the JSI Project Director or designee(s). Acceptance is predicated upon the compliance of the goods/services with the specifications set forth in the contract and the submission of all necessary consignment documents to enable clearing, PDI and registration.

The supplier will be paid an amount as stated on the contract. JSI payment cycle is net 30 days upon receipt of supplier invoice and all supporting documents.

Should the supplier require payment along other terms and conditions, these will need to be negotiated with JSI prior to final award and issuance of the contract. Full cooperation with JSI in meeting the terms and conditions of payment will be given the highest consideration. The contract will include a penalty clause for late delivery. Invoice information will be provided in the contract.

12. CANCELLATION
JSI may cancel this RFQ without any cost or obligation at any time until issuance of the award.

13. EXECUTIVE ORDER ON TERRORISM FINANCE
The Contractor is reminded that U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with such laws. The Treasury Department’s list of Specially Designated Nationals appears at www.treas.gov/offices/enforcement/ofac/sdn.

14. CLAUSES TO BE INCORPORATED AS APPLICABLE
This procurement is funded by the US Agency for International Development (USAID) and is subject to the applicable Federal Acquisition Regulation (FAR) and AID Acquisition Regulations (AIDAR) as applicable. These clauses will be included, as applicable, in the award at the time of contracting.

Sample clauses to be included in the contract as applicable, for USAID-financed, International Supply of Goods (Commercial Items).

1. GOODS AND RELATED SERVICES
A. Vendor shall deliver the Goods (and Services, if any) described on the Order Form, of the type, in the quantity, at the delivery date and at the price as indicted on the Order Form. The quality of the Goods and Services shall conform in all respects to the requirements of the Contract (including without limitation all required warranties). All Goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall, unless otherwise expressly approved by Buyer, be new; unused; non-remanufactured and non-refurbished; not previously disposed as Government surplus; and produced entirely from Goods meeting all of the foregoing requirements.

B. If the Contract is other than an Indefinite Quantity Indefinite Delivery one, the maximum optional quantity, if any, subject to Article 12, and the firm-fixed-price(s) for the optional quantity to be supplied pursuant to this Contract are specified in the Contract.
C. Except as Buyer may specifically notify Vendor (based on approval by the Government's Contracting Officer), no Goods (including the components thereof), services, sub-vendors or subcontractors shall be from Cuba, Iran, Laos, Libya, Sudan, Syria, or North Korea. Notwithstanding any of the foregoing, the origin of any of the Goods for which a specific "Origin" is indicated on the Order Form shall be as specified, unless otherwise approved in writing by Buyer in consultation with the Government.

D. All Pharmaceuticals supplied shall be manufactured in accordance with Good Manufacturing Practice. Good Manufacturing Practice shall be deemed to mean the standards and guidance issued by the U.S. Food and Drug Administration, including without limitation the Current Good Manufacturing Regulations for Finished Pharmaceuticals ("GMP") and the related regulations in 21 CFR Parts 210 and 211. If a different stringent drug regulatory authority's standards are eligible for use in lieu of the afore-mentioned FDA standards guidance, the alternative authority shall be specified in the Contract (or as otherwise expressly agreed in writing by Buyer). A stringent regulatory authority (SRA) is a drug regulatory body that closely resembles FDA in standards utilized in its operations. Currently, countries that participate in the International Conference on Harmonization (ICH) are considered as stringent regulatory authorities.

E. If Vendor is providing Pharmaceuticals under the Contract and is the manufacturer, as part of its compliance with the cGMP (or other applicable standards and guidance), Vendor shall collect and retain representative samples of each lot or batch of Goods supplied. If Vendor is not also the Manufacturer, Vendor shall ensure that the Manufacturer, as part of its compliance with the aforesaid standards and guidance, collects and retains representative samples of each lot or batch of Goods supplied. Vendor shall also ensure that Buyer and its designees are provided with reasonable access to the samples upon request.

F. If the Contract is for Pharmaceuticals the manufacturing premises used shall hold a current manufacturing license issued by the relevant Ministry of Health or other cognizant national drug regulatory authority, and shall be open to visits from inspectors appointed by the Buyer.

G. If the Contract is for Plasters, Liquid Extracts or Ointments, Pharmaceuticals supplied shall be modified, where necessary, to render them suitable for use in Cooperating Countries, but the specified proportion of the active ingredients must, in all cases be maintained.

H. In addition, and without prejudice to the above, if the Contract is for Pharmaceuticals, the Goods shall comply with the standards of the current edition (or the latest edition in which they are included) of the United States Pharmacopoeia (USP); or, if applicable, with another acceptable pharmacopoeia standards, e.g., EP, BP, or BPC. Where the USP gives no definition of the Goods and no other standards are specified, the Goods shall be manufactured in accordance with tested "in-house" formulations so as to be suitable for human medicine.

I. Goods, with a shelf life such as pharmaceuticals and test kits, must be freshly manufactured, and thus have maximum possible shelf life. Goods with a maximum possible shelf life of less than 24 months shall have at least 85% of shelf life remaining when delivered. Goods with a maximum possible shelf life of more than 24 months shall have at least 24 months, or 85%, of shelf life remaining, whichever is longer, when delivered. No Goods will be accepted which do not comply with these strict requirements unless there has been a prior written agreement issued by Buyer following representations by the Vendor. In that case the Shelf Life remaining, for each and every item being supplied must match that in Vendor's offer or quotation.

J. Notwithstanding any other provision of the Contract, Buyer may do either or both of the following: [i] by provision of written notice to Vendor, cancel any individual item(s) in its entirety; or reduce the quantity(ies) of any individual item(s) of the Goods without charge prior to shipment of Goods and initiation of performance of any Related Services; or [ii] in the event that the USAID Contract is terminated in whole or in pertinent part by the Government, prior to acceptance, return to Vendor unused items or quantities of Delivered Goods for a restocking fee specified in the Contract Form.

K. If the Contract calls for performance of Related Services overseas by Vendor's employees or consultants (collectively, "personnel"), Vendor shall comply with the following requirements:
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

(i) Vendor shall notify Buyer (sufficiently in advance to permit Buyer to notify USAID and obtain its concurrence if needed) of any planned travel overseas by personnel in connection with performance of Related Services. Such notice shall include the number and names of the personnel participating, the proposed itinerary and logistics arrangements, and the Services to be provided, along with the information specified in AIDAR 752.7004, EMERGENCY LOCATOR INFORMATION. (JULY 1997)

(ii) Vendor shall ensure that its personnel, while in a Cooperating Country, abide by all applicable laws of the Cooperating Country and political subdivisions thereof.

(iii) Other than work performed under the Contract for which personnel are assigned by the Vendor, Vendor personnel shall not engage, directly or indirectly, either in their own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country, nor shall they make loans or investments to or in any business, profession or occupation in the Cooperating Country, without Buyer's approval. This provision does not apply to personnel who are citizens or legal residents of the Cooperating Country.

(iv) Vendor shall obtain (1) workers' compensation (Defense Base Act) insurance pursuant to FAR 52.228-3 (APRIL 1984) and AIDAR 752.228-3, and (2) medical evacuation (MEDEVAC) insurance pursuant to AIDAR 752.228-70 (Mar 1993) as modified by USAID Acquisition and Assistance Policy Directive 06-01 (text available at http://www.usaid.gov/business/business opportunities/cib/pdf/aapd06-01.pdf) for personnel traveling to a Cooperating Country in connection with this Contract.

(v) Personnel traveling on Vendor's behalf for performance of Related Services shall possess appropriate language skills, if any, stated in the Contract, and shall be physically fit in accordance with AIDAR 752.7033 (JULY 1997)

(vi) In performing Related Services, Vendor shall comply with USAID guidance, if any, relating to branding/marketing of activities see http://www.usaid.gov/branding/

(vii) FAR 52.246-4, INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) shall apply to Related Services.

(viii) If the Related Services involve the creation of any copyrightable materials, such materials shall be deemed to constitute “works made for hire” under the Copyright Act of 1976 unless otherwise stated in the Delivery order or otherwise subsequently agreed by Buyer.

(ix) All logistics support, visas, legal compliance matters and taxes in connection with its personnel overseas shall be the sole responsibility of Vendor, as will all liability for the acts and omissions of Vendor's personnel performing the Related Services. Vendor shall indemnify and hold Buyer harmless for all costs (including reasonable attorneys fees) incurred by Buyer in relation to the matters covered by this paragraph.

(x) Compensation for satisfactory performance of Related Services shall be paid upon completion thereof in compliance with the terms and conditions of the Contract and solely in the form of the firm, fixed, all-inclusive prices specified in Article 5.

(xi) Notwithstanding any other provision of this Contract, no additional compensation or reimbursement will be provided to Vendor for complying with these requirements concerning provision of Related Services.

2. PACKING, EXPORT MARKING, PREPARATION FOR SHIPMENT AND PACKAGING
A. Vendor shall pack and mark the Goods for export in compliance with the requirements of this Contract, as well as all applicable transportation regulations, carrier tariffs, USFDA/SRA regulations (if any) and sound commercial practice. Without limiting the generality of the foregoing, all Goods shall be properly prepared for export to withstand exposure to the elements and rough handling during air, sea or land shipment. Such packing must be
sufficient to ensure safe arrival at destination, and fully cover such hazards as extreme temperature, as well as exposure to weather and open storage. Packing size and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at some or all points during transit. Vendor shall be solely responsible for complying with all Cooperating Country laws as well as sound international practices for the packaging and labeling of the Goods (including, if applicable, hazardous materials safeguards).

Unless instructions on the Order Form specify differently, Vendor shall mark each unit of export packaging with the USAID Contract number and the JSI Contract number, both of which are specified on the Contract Form, and shall enclose a packing slip with those numbers in a secure and durable envelope. Damage resulting from improper packing, export marking and preparation for shipment shall be for Vendor's account. No extra charge is payable by Buyer for export packaging, crating, boxing, handling, dunnage, drayage, storage, or any other action necessary to comply with the requirements of this clause unless specifically stated in this Contract or otherwise agreed to by Buyer in writing. Do not indicate the product name on the export packaging.

B. In addition and without prejudice to Paragraph A, the following further requirements shall apply to pharmaceuticals, test kits, and other medical products: Packaging, packing and marking shall be in accordance with applicable FDA regulations and the manufacturer's current public sector packaging for overseas distribution.

Packaging and packing must ensure the safety, efficacy and quality of the product and be appropriate for distribution in harsh climates under less than ideal transport and storage conditions.

C. In addition and without prejudice to Paragraph A, the following further requirement shall apply to Contracts for Pharmaceuticals: Vendor shall supply Goods in closed pharmaceutical storage containers, i.e. bottles, tins, vials, ampoules, blister pack, ensuring that the containers adequately protect Goods while they are in transit, or stored in warehouses, or on pharmacy shelves under conditions expected to prevail in the Cooperating Country(ies). Vendor shall mark each pharmaceutical storage container (or in the case of ampoules, the box containing them) with the following information, in English (unless otherwise specified on Order Form):

(i.) the INN name of the product
(ii.) (unless inapplicable) the pharmacopeia standard, e.g. U.S. Pharmacopeia (USP); European Pharmacopeia (EP), British Pharmacopeia (BP), or British Pharmaceutical Codex (BPC) monograph
(iii.) the strength of the preparation, if applicable
(iv.) the name and location of the manufacturer
(v.) the date or month and year the Goods were manufactured, if applicable
(vi.) the Expiry Date, if applicable
(vii.) any other marking specified in the Order Form

If labels are used, these shall be affixed with adhesive suitable for conditions in the Cooperating Country(ies).

3. EXPORT AND TRANSPORTATION CLEARANCES
Vendor's responsibilities in connection with export and transportation clearances depend on the applicable delivery terms, and shall be as specified in the Contract Form or the Order Form.

4. DELIVERY AND NOTICE OF READINESS
A. Delivery shall be effected on or before the Due Date specified on the Order Form, and on the basis of the delivery term specified in the Order Form, as such term is defined in Publication No. 620 of the International Chamber of Commerce, i.e. Incoterms 2017, and provided further that in the event of any conflict or inconsistency between this standard delivery term and any specific requirement of this Contract, the Contract shall prevail.

B. Unless explicitly permitted on the Order Form, partial deliveries are not acceptable, and unless otherwise approved in writing by Buyer under such conditions as Buyer may impose, all items and quantities of Goods described shall be supplied together at one and the same time, and tender of any portion of the Goods shall not be considered delivery. In the event of short/partial delivery, Buyer reserves the right, at its unilateral option, in addition to any other rights specified by other provisions of the Contract, to either (1) reject the delivery entirely, in which case Vendor shall promptly pay Buyer upon demand any excess costs of repurchase; (2) deem the undelivered quantity to be rejected and reduce the Total Contract Price accordingly; or (3) authorize the Vendor upon request to make up the shortage at a later, mutually agreed date (subject to Paragraph G below).
C. If the Vendor delivers and the Buyer receives quantities of any item in excess of the quantity called for, such excess quantities will be treated as being delivered for the convenience of the Vendor. The buyer may retain such excess quantities up to $250 in value without compensating the Vendor therefor, and the Vendor waives all right, title, or interest therein. Quantities in excess of $250 will, at the option of the Buyer, either be returned at the Vendor's expense or retained and paid for by the Buyer at the contract unit price.

D. In addition to any types of shipping documentation mentioned elsewhere in this Contract, Vendor shall promptly submit to Buyer such other types of standard documentation in connection with the Goods and Services supplied as Buyer may reasonably request from time to time in writing.

E. Vendor shall advise Buyer of all information concerning the Goods that is pertinent to the transportation and in-country handling and storage (including, without limitation, any hazardous material indications and any other special handling and storage requirements), and shall be solely responsible for any failure to do so.

F. Vendor shall notify Buyer when the Goods are ready, in all respects, for delivery. As required in Article 14, the Notice of Readiness shall be e-mailed to JSI’s Contract shown on the Order Form, clearly mentioning JSI’s Contract Number, and including a Commercial Invoice, Packing List with weights and dimensions and if the product is a pharmaceutical, a Certificate of Analyses. Should other documents be needed (such as a Certificate of Origin or a Certificate of Pharmaceutical Product) this will be specified in the Contract Form. For delivery on an EXW basis, the Notice of Readiness shall indicate the contact person and contact details to arrange for the Goods to be collected. Buyer will endeavor as applicable, within three working days after receipt of the Notice of Readiness for delivery on an EXW basis, arrange for the Goods to be collected; if the Order Form provides for delivery on an FCA, CPT, CIF, CIP or DDU basis, issue an Authorization to Ship. Copies of the documents shall be sent with the Goods. If the Order Form provides for delivery on an FCA, CPT, CIF, CIP or DDU basis, immediately upon receipt of an Authorization to Ship in accordance with the preceding paragraph, Vendor shall deliver the Goods in accordance with the specified delivery term as modified by the terms and conditions of the Contract. If the specified delivery term is CPT, CIF, CIP or DDU, unless otherwise expressly approved, all surface shipments shall be Door-to-Port, and unless shipment is by air, shall utilize one or more exclusive use 20 or 40' ocean transport containers. Preferably an American flag carrier will be used for transportation. For FCA, CPT, CIF, CIP and DDU deliveries, prior to shipment, or immediately upon availability, Vendor shall express courier, as well as e-mail a PDF copy of the following original documents to the JSI contact, mentioned on the Order Form:
   (i.) Rated Air Waybill, or clean, negotiable ocean Bill of Lading;
   (ii.) Insurance Certificate if delivery is on a CIF or CIP basis;
   (iii.) Packing List;
   (iv.) Commercial Invoice; and
   (v.) all other documents as specified in the Contract Form or the Order Form

G. Buyer will secure any necessary licenses, approvals, permits, and other authorizations, and effectuate the required customs clearance, needed for the importation of the Goods at destination. Vendor shall provide all reasonable assistance toward performance of Buyer's responsibilities. For FCA, CPT, CIF, CIP and DDU deliveries Vendor shall also be solely responsible for all costs and risks relating to payment of all duties, taxes, and other official charges assessed on exportation from the country of manufacture and shipment. Any import duties or other exactions assessed by the government of the destination country, as well as container demurrage/detention and comparable charges shall be for the Vendor's account, except for
   [a] container demurrage/detention and comparable charges levied in those instances in which the Vendor fails to comply with the shipping document delivery schedule as specified in Paragraph F above or has otherwise caused the delays giving rise to such demurrage/detention or comparable charges; and [b] the costs of duties, taxes, and similar official import charges on replacement Goods, when required due to the Goods originally supplied by the Vendor having been defective.

H. If the Goods are not delivered in a timely manner (or, with respect to transactions required by the Order Form to be on an FCA, CPT, CIF, CIP or DDU basis a Notice of Readiness is not duly issued for the Goods in a timely manner), in all respects in accordance with the Contract, Vendor shall reimburse Buyer or the Government for any loss or expense incurred by Buyer that may result. Vendor shall be deemed conclusively to have authorized
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

Buyer to deduct any such amount(s) from payment(s) otherwise due and owing to Vendor.

5. PRICE
A. The Prices (Unit Prices and extended prices) specified in the Contract are firm, fixed, all-inclusive total prices covering performance of all of Vendor's obligations pursuant to this Contract, including but not limited to, delivery of Goods and successful performance of all Services; warranty-related costs and charges; packing, packaging and marking costs; the costs of cooperating with sampling, testing, inspection and other quality assurance requirements, when applicable; and any and all other costs and charges of whatever description or amount in connection with, necessary for, or resulting from Vendor's required performance. In the case of FCA, CPT, CIF, CIP and DDU shipments, such other costs and charges shall include, without limitation, costs allocated to the Vendor by Article 4G above; for CPT, CIF, CIP and DDU shipments, costs of affreightment; and for CIF or CIP shipments, the costs of insurance.

B. Vendor certifies that the Price(s) in the Contract represent the lowest price(s) that the Vendor currently sells the Goods under comparable terms and conditions to any of its customers. Vendor agrees that if during the life of this Contract it sells the Goods to any customer for a lower price; it will promptly inform the Buyer and provide an Amendment to the Contract so that such lower price applies to any pending or subsequent Delivery Orders hereunder.

C. The Total Contract Price specified in the Contract shall constitute the maximum ceiling for Buyer's potential liability to Vendor for any and all reasons whatsoever in connection with or resulting from the Contract.

6. INVOICING AND PAYMENT
A. Invoices and payments shall be in United States Dollars, and unless otherwise stated in the Contract. Invoices shall be sent to and paid by: TBD

B. To support its request for payment, Vendor shall submit to Buyer documents complying with the requirements set forth in Paragraph C below. For pharmaceuticals, the invoice shall comply with the requirements in Paragraph E below.

C. Vendor shall submit proper invoices to Buyer for Delivered Goods and Related Services that have been successfully performed, in accordance with any directions stipulated in the Contract, and, to the extent not specified therein, with the provisions of this Article. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information supported by the other documents specified in Paragraph B above:

   (1) Vendor name, invoice date, and delivery date (for Delivered Goods) or performance date (for Related Services), as applicable;
   (2) Complete account and bank's SWIFT information if payment by means of electronic funds transfer is preferred;
   (3) JSI Contract number and, if applicable, Delivery Order number;
   (4) Description of each type of Delivered Goods and Related Services included in the invoice, together with the applicable Unit Price, quantity delivered, and extended line item price; and
   (5) The Vendor Certification, manually signed by an authorized official of Vendor.

VENDOR CERTIFICATION
The undersigned hereby certifies that (i) the invoice has been prepared from Vendor's books and records in accordance with the terms of the cited Contract, and to the best of my knowledge and belief, it is correct, the sum claimed is proper and due and has not been claimed or paid before, the Goods have been delivered and all required Services have been performed, the quantities and prices specified are consistent with the Contract, and all necessary Buyer approvals have been obtained, and (ii) appropriate refund to Buyer will be made promptly upon request in the event of disallowance of any portion of the invoice pursuant to the terms of the Contract by Buyer or the Government.

By: __________________________
In addition, the certified invoice shall be accompanied by such other documentation as may be requested by Buyer in relation to the Goods.

D. Buyer will promptly review invoices submitted to determine whether they are proper invoices or not. Invoices determined to be proper will be paid by Buyer as specified in Article 6F. Invoices determined not to be proper due to the existence of deficiencies will be returned to Vendor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, Buyer may, at its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.

E. For shipments of pharmaceuticals, the invoice shall include batch number, expiry date and initial letters of the pharmacopeia standard (e.g. USP, BP or EP). Also, with each invoice, Vendor shall provide a Certificate of Analysis, in a form and content acceptable to the Buyer and signed by a qualified individual associated with the Vendor or a competent independent organization, confirming the compliance of each and every batch supplied with the Contract's Specifications and regulatory authority's Standards.

F. For CPT, CIF, CIP and DDU shipments, the Air Waybill, for air shipment, or the Bill of Lading, for ocean shipment, must be clean, on-board, marked "freight paid" issued by the vessel-owning common carrier, and on a through basis (covering all intermodal and/or inland transportation, if any, to destination). The Certificate of Insurance, if the Contract calls for delivery on a CIP basis, shall provide all risk marine cargo insurance on terms no less favorable than the Institute Cargo Clause (All Risks), including war risks and strike clauses if available. The amount of coverage shall be 110% of the delivered price of the Contract. Coverage shall be from Vendor's facility in the country of manufacture to destination. Except as may be otherwise authorized by Buyer, any insurance policy shall be in favor of JSI as the insured, and any loss proceeds shall be payable in United States Dollars.

G. Payment(s) shall be made by the Buyer to Vendor in accordance with the Prices stipulated in the Contract. Invoices determined to be proper will generally be paid within thirty (30) days after receipt of the invoice, subject always to Buyer's prior receipt of funds under the USAID Contract. Notwithstanding the foregoing, Buyer accepts no responsibility for late payment resulting from Government acts or omissions. Unless otherwise specifically stated, payment shall be 100% upon delivery to and acceptance by Buyer or the Government. Buyer may request reasonable security for any advance payment(s), in a form and substance acceptable to Buyer and the Government, and with all costs thereof to be for Vendor's account.

I. If payment(s) will be made electronically, Vendor shall be solely responsible for providing Buyer with correct wiring information. All costs and risks arising out of, relating to, or resulting from such wiring shall be borne by Vendor.

7. QUALITY ASSURANCE (INSPECTION AND ACCEPTANCE)

A. Vendor shall only deliver and tender for acceptance those Goods that strictly conform to the requirements specified in the Contract Form. Buyer reserves the right to inspect or test any Goods prior to delivery, or that have been delivered and tendered for acceptance within a reasonable time after delivery. Sampling, inspection and/or testing may occur at manufacturing facility prior to export shipment, or after arrival in the Cooperating Country(ies) or at a Regional Distribution Center. Regardless of the point of sampling/inspection/testing, Buyer may require repair or replacement of nonconforming Goods or re-performance of nonconforming Services at no increase in the Contract Price. Buyer will exercise its pre- and post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) to the maximum extent practicable, before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

B. Buyer reserves the right to examine or inspect Pharmaceuticals in course of manufacture and packaging and to take samples for independent analysis and testing. Vendor shall provide all reasonable facilities for
such sampling and testing to be made at no cost to Buyer. Vendor shall destroy all rejected Goods, and dispose of their residue, in accordance with procedures to be agreed between the parties.

C. Buyer will exert good faith efforts to decide on acceptance of Goods and Services (and, as applicable, to complete sampling, inspection and testing) as promptly as possible. Notwithstanding the foregoing, or any other provision of this Contract, payment will only be made for accepted Goods and Services. If the Government requires additional sampling/testing/Inspection of its own prior to approval for payment under the USAID Contract, successful completion thereof shall be deemed to be a condition of Buyer's acceptance, and the time required thereof shall be deemed included in determining what constitutes a "reasonable time" for purposes of Paragraph A above.

D. FAR 52.246-2, INSPECTION OF SUPPLIES - - FIXED-PRICE (AUG 1996), as well as FAR52.246-16, RESPONSIBILITY FOR SUPPLIES (APR 1984), shall apply to the Contract. Pursuant to these provisions, if/when deemed necessary and appropriate, Buyer may by written notice to Vendor require pre-delivery sampling, inspection and testing of the Goods including, without limitation, physical inspections of the production, warehousing and other facilities involved, the product packaging and labeling; inspection and review of manufacturing records, Certificates of Analysis, analytical reports and documentation; and product sampling and testing by an independent testing facility. In such cases, Vendor will cooperate fully with Buyer, the Sampling Agent and the testing facility and take such steps and supply such information as may be needed in order to ensure timely and effective quality assurance. Only Goods that have successfully passed testing may be deemed to be ready for delivery in accordance with Article 6E. Buyer may also direct post-delivery sampling, testing, and/or inspection of the Goods at any point in the chain of supply and distribution when it deems such action to be in the best interests of the Government. Vendor will fully cooperate with such measures as well. Prompt removal and replacement or correction (as applicable), for purposes of FAR 52.246-2 (g) and (h) shall be deemed, unless otherwise subsequently agreed by Buyer, to mean (10) business days after receiving notification of rejection of Goods or Services.

E. If delivery of the Goods is not completed by the required date, or if performance of any Services pursuant to the Contract is not completed by the due date (if any) specified, due to any default or delay of Vendor (including without limitation any default by subcontractors, sub-vendors or suppliers), Buyer shall be entitled to deduct from payment(s) otherwise due to Vendor (in addition to liquidated damages, provided for below) any additional costs of sampling, testing, and inspection caused by such default or delay. Should such default or delay cause an inspection or testing firm to undertake additional inspections or tests, Buyer shall be entitled, in addition and without prejudice to any other remedies available under or in connection with the Contract to deduct the related costs, along with any additional Sampling Agent charges from any further payment(s) to Vendor, or, if no such payment(s) remain available, to demand and receive a refund from Vendor.

F. If the Liquidated Damages box on the Order Form indicates "Applicable," Vendor acknowledges the urgent need for the Goods, as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that will be suffered in the event of delayed performance. In view of the foregoing, if Vendor fails to issue the Notice of Readiness for the entire quantity of Goods, in strict compliance with all specifications and other Contract requirements, by the date(s) specified in the Order Form, the Buyer may, without prejudice and in addition to any other remedies under the Contract (or otherwise available at law or in equity), deduct from any payment(s) due or to become due to Vendor (in addition to liquidated damages, provided for below) any additional costs of sampling, testing, and inspection caused by such default or delay. Should such default or delay cause an inspection or testing firm to undertake additional inspections or tests, Buyer shall be entitled, in addition and without prejudice to any other remedies available under or in connection with the Contract to deduct the related costs, along with any additional Sampling Agent charges from any further payment(s) to Vendor, or, if no such payment(s) remain available, to demand and receive a refund from Vendor.

8. TITLE AND RISK OF LOSS OR DAMAGE
A. Vendor shall ensure that title to Goods delivered and supplied hereunder shall pass directly to USAID upon acceptance pursuant to Article 7 above.
B. Notwithstanding completion of delivery, Vendor shall bear all risk of loss or damage to the Goods prior to acceptance, except to the extent that any loss or damage is due to Buyer's fault, or occurs after delivery and not due to fault on the Vendor's part.

9. VENDOR WARRANTIES
A. All Goods delivered and Services rendered hereunder shall be covered by the Manufacturer's standard international warranty in favor of USAID.

B. In addition and without prejudice to Paragraph A above, Vendor warrants that the Goods and Services delivered and rendered hereunder are merchantable and fit for use for the particular purpose described in this Contract (or, if no such purpose is specifically described, for the purposes for which the Goods or Services, as applicable, are ordinarily used).

C. Vendor also hereby expressly warrants that all Goods (including without limitation their parts) and Services supplied, as applicable:

(1) conform to Contract requirements (including without limitation the description in the Contract and the Specifications), as well as, if one or more specific Cooperating Countries is mentioned in the solicitation or this Contract, the requirements of that Cooperating Country and any other applicable regulatory agencies' requirements, and are free of defects in design;

(2) are free of latent defects (as used herein, defects that meet the following criteria: (a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection; and (b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Goods);

(3) will, to the extent found to be in breach of any warranty specified in this Contract, be removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Goods and Services, extending for the longer of [a] the remainder of the original warranty period, or [b] a new warranty period;

(4) ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and Buyer-approved technical equivalent; and

(5) are covered by intellectual property licenses, patents, permissions, or rights which will not infringe the intellectual property rights of any third person, and which, being granted to Buyer and the Government pursuant to this Contract, will be adequate to ensure that they may freely utilize the licenses, permissions and rights free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment.

D. The period of all warranties set forth in this Article or in any other provision of the Contract shall be no less than eighteen (18) months from the date of delivery of possession of the Goods to Buyer, or, for pharmaceuticals, no less than the minimum Shelf Life of the Goods.

E. If any Goods or Services supplied hereunder are defective or otherwise do not meet the warranties specified herein or otherwise applicable at any time during the warranty period, the Government (or the Buyer on its behalf, if/as authorized by the Government to do so) may, at its option: (1) reject the affected item(s) and require a full refund or credit; (2) reject the affected item(s) and require prompt correction or replacement (freight prepaid) at Vendor's sole expense; (3) retain it/them at an equitably adjusted price; or (4) require Vendor to provide, if available, corrections in the form of field change order kits (including components, instructions and other necessary materials) from Vendor so that Buyer or its designee may make necessary changes or repairs. Repaired or corrected items shall be subject to the same warranties as if they were new. While returned item(s) are in Vendor's possession and while in transit during return to Vendor and reshipment to or as directed by Buyer, all risks and costs of loss, destruction or damage shall be for Vendor's account.
F. The Government (or the Buyer on its behalf if/as authorized to do so) shall submit warranty claims to Vendor within a reasonable time after discovery of any breach, indicating the nature and date of the claim.

G. Vendor shall promptly correct any problem reported by the Government and/or Buyer by making necessary changes in the Goods or their manufacturing processes so that further Goods to be delivered to the Government and/or Buyer shall be as warranted herein. If Vendor becomes aware of any non-conformance to any warranty relating to the Delivered Goods, Vendor shall promptly notify Buyer thereof in writing.

H. Buyer shall have the right, at any time and from time to time, to stop further deliveries of Goods from Vendor that do not conform to the warranties and other requirements of this Contract, and in such event Buyer shall advise Vendor of Buyer's best identification and assessment of the problems. Further deliveries of Goods shall not be made to Buyer until and unless Vendor has corrected the specified areas of non-conformance in the Goods, or Buyer authorizes in writing the shipment of such Goods pending Vendor's correction. Buyer's actions pursuant to this Paragraph shall not be deemed to constitute a change order, and Vendor shall not be entitled to any compensation due to the delays (if any) associated with or resulting from these actions.

10. SERVICE BULLETINS, RECALLS, AND COUNTERFEITING NOTICES
A. Vendor shall promptly provide the Buyer with any service bulletins, safety notices and recall notices etc. issued by Vendor (or, if the Vendor is not the manufacturer, by the Manufacturer) either directly or via the Manufacturer's local agent, if any.

B. Vendor shall promptly provide the Buyer with written notice (including all pertinent particulars) regarding instances that may come to its attention by whatever means of possible counterfeiting, piracy, or unauthorized sales by third parties of diluted, adulterated, impure, misbranded, mislabeled, unsafe, ineffective, inefficacious, or otherwise non-standard items of the same type and brand as the Goods supplied in the Cooperating Countries.

C. Notwithstanding any other provision in this Contract or any other agreement between the Parties, Buyer may disclose this information to appropriate authorities of the U.S. Government or the Cooperating Country governments, as well as others, as deemed necessary in Buyer's sole discretion to perform the USAID Prime Contract, comply with its obligations under applicable law, or otherwise. The obligations under this Article shall continue to apply until the end of the warranty period of all Goods furnished by Vendor pursuant to this Contract.

D. The vendor will provide buyer or its Quality Assurance designee access, upon request, to information, and any documentation related to product quality complaints, investigations conducted by the manufacturer, or any medical adverse event reports, and/or trends that are directly related to the supplied product.

11. CHANGE ORDERS
Buyer may, at any time or from time to time, by written order specifically designated as a "Change Order," require changes within the general scope of the Contract in accordance with FAR 52.243-1 (AUG 1987). Vendor shall perform any such changes so ordered. This authority is limited to Buyer's Procurement Representative. For purposes of this Contract, the time period in FAR 52.243-1 (c) for Vendor to assert a right to an equitable adjustment shall be twenty (20) rather than thirty (30) days. Notwithstanding the existence or pendency of any claim for such an adjustment, Vendor shall diligently proceed with performance of this Contract, as directed by Buyer, and nothing herein shall be construed as relieving Vendor of its obligation to perform, including, without limitation, the failure of the parties to agree upon Vendor's entitlement to, or the amount of, any such adjustment. Failure to do so may be deemed a breach of contract. If Vendor interprets any Buyer communication as a Change Order, but the communication is not specifically designated as a "Change Order," Vendor must secure written confirmation before performing or lose the right to seek any equitable adjustment. Any disagreement between the Parties pursuant to this Article shall be resolved in accordance with the Disputes provision herein.

12. OPTION FOR INCREASED QUANTITY
Unless this is an Indefinite Quantity Delivery type of Contract, and if so provided in the Contract Form the Buyer may increase the Goods and/or Services called for by the quantity and at the unit price(s) specified. The Buyer may exercise this additional option by providing written notice to the Vendor within the period of time...
stipulated in the Contract. Delivery of the added Goods or performance of the added Services, as applicable, shall be subject to the terms and conditions of this Contract except as the parties may otherwise agree in writing.

13. TERMINATION, SUSPENSION, AND OTHER REMEDIES
A. Buyer reserves the right to terminate this Contract in whole at any time, or in part from time to time, for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its sub-vendors, suppliers and subcontractors (including the Manufacturer, if different from the Vendor) to cease work. Subject to the terms of this Contract and to reimbursement of Buyer by the Government, Vendor shall be paid a percentage of the total Contract Price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Vendor can demonstrate to Buyer's satisfaction using its standard record keeping system, have resulted from the termination. Vendor shall not be required to comply with the Cost Accounting Standards or contract cost principles for this purpose. Vendor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

B. Buyer may also terminate this Contract at any time in whole, or from time to time in part, for cause in the event of default by Vendor (including without limitation any default by Vendor's sub-vendors, suppliers or subcontractors), or if Vendor fails to comply with any Contract terms and conditions, or fails to provide Buyer, upon request, with adequate assurances of future performance. In the event of termination for cause, Buyer shall not be liable to Supplier for any amount for Goods and Services not accepted, and Vendor shall be liable to Buyer for any and all rights and remedies provided by Contract or law. If it is determined that Buyer improperly terminated the Contract for default, such termination shall be deemed a termination for convenience. If the termination for default is not improper, Buyer may purchase elsewhere goods similar to those undelivered and Vendor shall pay Buyer any costs over the Contract Price or part thereof. For purposes of this contract, "default by the Vendor" shall include defaults by the Manufacturer (if different from the Vendor) as well.

C. If Buyer receives a temporary Stop Work Order from the Government under the USAID Contract, Buyer may by written notice instruct Vendor to immediately cease all or part of further Contract work. The period of work cessation shall extend for up to 90 days from the date of the Vendor's receipt of the notice. This period may be extended if the Government subsequently extends the period covered by the Stop Work Order under the USAID Contract. Before the end of the period, Buyer will either cancel the work cessation or terminate the affected Contract pursuant to Paragraph A or B above. If the work cessation is cancelled before it expires or the period expires without renewal, Vendor shall resume work. No additional compensation will be due to the Vendor due to the work cessation; however, if necessary, Vendor may propose an appropriate adjustment in the schedule. In the event of termination, the procedures in Paragraph A or B, as applicable, will be followed.

D. Buyer's rights and remedies pursuant to this Article shall not be deemed to be exclusive and are in addition and without prejudice to any other rights and remedies provided by law, Contract, or equity, or otherwise under this Contract.

E. Termination of this Contract shall not affect the existing rights and licenses granted to Buyer or the Government, which shall survive such termination.

F. In the event that Vendor (or the Manufacturer, if the Vendor is not also the Manufacturer) shall cease conducting that portion of its business which produces, distributes or supports the Goods described herein, Buyer shall have, in order to fulfill its obligations to the Government, such rights to technical data, computer software and any other Vendor-provided information, documentation and materials used in connection with the Goods to be supplied pursuant to the Contract, as are necessary for the continued performance of the Prime Contract. Vendor shall assist Buyer and the Government in every reasonable manner in arranging for the orderly transfer, under such provisions stated herein, of all activities to Buyer or the designees of either of the foregoing.

G. Notwithstanding termination or suspension as above, Vendor shall, unless otherwise specifically instructed in writing by Buyer, continue performance of any not terminated or not suspended portion of the Contract.

14. NOTICES
A. Contract notices shall be in writing, manually signed by the notifying Party's authorized representative, and
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

mailed postage prepaid or, if sent by recognized express courier, personally delivered, and in all cases addressed to
the individuals as shown on the Contract, and also clearly mentioning JSI’s Contract Number.

B. Contract notices transmitted orally or by e-mail, facsimile, telegram or telex may be provided as advance
copies, provided that an identical copy is promptly transmitted in accordance with Paragraph A above. Notices shall
be effective when received, or on the effective date of a received notice, whichever is later.

15. DISPUTES BETWEEN THE PARTIES ON MATTERS INVOLVING THE GOVERNMENT
Notwithstanding any other provision of this Contract, any action by a cognizant Government official purporting to
act within his/her authority under or in connection with the USAID Contract or the present Contract that binds Buyer
shall also bind Vendor to the extent that it relates to or affects the Contract. If requested by Vendor in writing, Buyer
may agree at Vendor's expense to sponsor a claim with Government. Vendor shall reimburse all costs resulting from
such sponsored claims incurred by Buyer without charge to this Contract.

16. DISPUTES
The Parties agree to make every reasonable effort to resolve amicably through mutual agreement any dispute that
may arise between them pursuant to this Contract. If such efforts are unsuccessful in resolving the dispute, the
Parties shall escalate the dispute to higher management levels. Failing an amicable settlement at the management
level, after a reasonable time, either Party may refer the matter to arbitration pursuant to this Article, which shall be
the exclusive method of resolving such disputes. Arbitration shall be conducted in Boston, MA under the under the
Commercial Arbitration Rules (if the Vendor is a U.S. entity) or the International Arbitration Rules (if the Vendor is
a non-U.S. entity), as applicable, of the American Arbitration Association (“AAA”) as then in effect, before a sole
arbitrator appointed by agreement of the Parties (or, failing such agreement within thirty (30) days, an arbitrator
appointed by the AAA). The decision of the arbitrators will be in writing, and will contain a statement of reasons;
the resulting award 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. Notwithstanding the pendency of any arbitration proceeding, the Parties shall
continue to perform their respective obligations pursuant to the Contract. Each Party will bear its own costs of
arbitration, as well as half of the arbitrator's fees and costs.

17. BUYER'S DISPOSITION RIGHTS
Vis-à-vis Vendor (or the Manufacturer, if different from the Vendor), Buyer and the Government shall have the
right, in their sole discretion, to dispose of the Goods supplied under the Contract in any lawful manner including
without limitation donation, use, resale, or re-export. Such disposition shall not require the approval or consent of
Vendor, nor shall it be deemed to give rise to any claim by Vendor (or the Manufacturer, if different from the
Vendor) against Buyer or the Government for compensation or otherwise of whatever nature. Buyer will seek
Vendor's approval to the maximum extent practicable before re-exporting the Goods outside of the Cooperating
Countries.

18. COMMUNICATIONS WITH GOVERNMENT
All communications with the Government concerning this Contract or the Project of which the Contract is a
part shall be made through Buyer unless otherwise expressly authorized by Buyer. If Vendor is called upon by the
Government to communicate concerning the Contract or the Project, Vendor shall notify and consult with Buyer
before responding.

19. CONFIDENTIAL INFORMATION AND DISCLOSURE
A. Information which either Party may disclose to the other shall not be deemed to be confidential and shall
be acquired free from any restriction, unless the information is proprietary to the disclosing Party and, if it is
disclosed in tangible form, the disclosing Party marks such information as "Proprietary," "Restricted" or
"Confidential." Any confidential information disclosed verbally must be expressly identified as confidential at the
time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as aforesaid, delivered
to the receiving party within ten (10) days of the verbal disclosure. When a writing contains both confidential and
non-confidential information, the disclosing Party shall specifically note which information is deemed confidential.

B. Each Party shall exercise the same degree of care to avoid the publication or dissemination of the other
Party's confidential information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated. Confidential information disclosed under this Contract shall only be used by the receiving Party in the furtherance of this Contract and the performance of its obligations hereunder.

C. The obligation of the Parties not to disclose confidential information shall survive the expiration, termination or cancellation of this Contract. However, neither Party shall be obligated to protect confidential information of the other which: (1) is rightfully received by the receiving Party from another person without restriction; (2) is known to or developed by the receiving Party independently without use of the confidential information; (3) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party; (4) has been or is hereafter furnished to others without restriction on disclosure; or (5) is known or available to the receiving Party by inspection or analysis of products available in the market.

D. The obligation not to use or disclose said confidential information shall end five (5) years after the date of receipt of said confidential information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in Paragraph C, above. Nothing contained herein shall be construed as preventing Buyer from sublicensing or marketing Software or documentation to the Government. Buyer shall be permitted to disclose confidential information to its affiliated entities, third parties and others in furtherance of the Project; provided, however, that such affiliated entities, third parties and others agree to protect such information to the extent provided herein.

E. Vendor hereby authorizes Buyer to incorporate Vendor's (and, if the Vendor is not also the Manufacturer, the Manufacturer's) provided Proprietary Information in submissions to the Government, on condition that it bears an appropriate restrictive legend.

20. INDEPENDENT CONTRACTOR
The Parties acknowledge that the relationship between them pursuant to this Contract is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint venturers, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.

21. GOVERNING LAWS, REGULATIONS, AND LANGUAGE
A. Vendor shall, in performing its obligations pursuant to this Contract, comply with all applicable statutes, rules, regulations, and executive orders of the Government (including without limitation the FAR and AIDAR), as well as all other applicable laws and regulations.

B. This Contract, its making and performance, and the circumstances surrounding all of the foregoing, shall be interpreted in accordance with the laws in effect in the State of Massachusetts in the U.S.A. without regard to its conflicts of law principles.

C. The language governing this Contract, its interpretation, notices, disputes, and any other communications relating or pursuant hereto, shall be English.

22. GOVERNMENT-REQUIRED CERTIFICATIONS
Vendor shall furnish to Buyer any certification required by any applicable law or USAID regulation or policies in effect on the date this Contract is issued or thereafter enacted. As used in this Article, the word "certification" shall include without limitation any plan or course of action or record keeping function, representation or document of similar tenor.

23. PROBITY
Vendor shall strictly ensure that it and its officers, directors, employees, agents, consultants and subcontractors avoid (1) any action in violation of (or that might reasonably be considered to be in violation of) U.S. Government or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (2) any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of Buyer or Vendor) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

action or Contract execution or administration), to the actual or potential detriment of Buyer, the Government, or the Cooperating Countries. If an issue should arise concerning compliance with this Article, Vendor shall immediately provide Buyer with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Vendor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by Buyer as a material Contract breach. Vendor shall indemnify and hold Buyer harmless for any costs, delays, losses, damages or other liabilities (including without limitation reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with Government investigations) incurred by Buyer as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

24. INDEMNITIES
A. Vendor shall indemnify and hold harmless Buyer and its officers, directors, employees and agents (as well as the Government) from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including without limitation any loss of use, and any product liability or similar claim, in or under the laws of any of the Cooperating Countries or other applicable law (provided that the Goods are used and stored in a manner consistent with any manufacturer recommendations specifically noted by Vendor in its offer and expressly incorporated by Buyer into this Contract)) arising out of, resulting from or connected in any way with the performance of this Contract by Vendor or Vendor's employees, the Manufacturer (if different from the Vendor), other sub-vendors and, subcontractors, or their officers, directors, agents and employees. Vendor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive after the expiration or termination of this Contract.

B. Vendor shall indemnify Buyer and its officers, employees and agents (as well as the Government) against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any U.S. or foreign patent, trademark, or copyright, arising out of the performance of this Contract, provided that Vendor is reasonably notified of such claims and proceedings.

C. Buyer shall give Vendor prompt written notice of (1) any claim by a third party, or (2) any action or proceeding (including without limitation any Government investigation or inquiry), potentially involving one of the indemnities set forth above. Upon receipt of such notice, Vendor shall promptly assume the defense thereof, including the employment of counsel reasonably satisfactory to Buyer and the payment of all fees and expenses incurred in connection with such defense. Notwithstanding the foregoing, Vendor shall not, without Buyer's approval, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff a release, in form and substance satisfactory to Buyer, from all liability with respect to such claim or litigation.

25. RELEASE OF INFORMATION
Any Vendor news release, public announcement, advertisement or publicity concerning this Contract or the USAID Contract will be subject to prior written approval of Buyer. Vendor shall not disclose any information relating to this Contract to any person not authorized by Buyer or the Government to receive it.

26. GRATUITIES
Vendor shall ensure that it and the Manufacturer (if different from the Vendor) and its employees, as well as its sub-vendors or subcontractors if any, comply with the requirements of FAR 52.203-3, "Gratuities (APR 1984)." For purposes of this clause, in connection with this Contract, prohibited recipients of gratuities include not only employees of the Government, but of the Buyer as well.

27. NOTICE OF DELAY OR IMPEDIMENT
Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Vendor's timely and successful performance under the Contract, Vendor shall promptly give notice thereof, including all relevant information with respect thereto, to Buyer.
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

28. RETURN UPON COMPLETION
Upon completion of performance of the Contract, on request, Vendor shall promptly return to Buyer all Specifications, plans, drawings, patterns or samples - and all copies of any of the foregoing. All of the items referred to in the preceding sentence shall be and remain, at all times, Buyer's sole property.

29. MANDATORY GOVERNMENT CLAUSES.
This Contract incorporates the mandatory U.S. Government requirements specified below (as well as all other FAR and AIDAR clauses cited in other provisions of this Contract) in their entirety by reference, with the same force and effect as if they were given in full text. Buyer will make their full text available upon request by Vendor. Except where a different meaning is obviously intended, all references to the "Contractor" in such a clause shall be deemed to mean Vendor, and all references to "USAID," "the Government" or "the Contracting Officer" shall be deemed to mean Buyer. All documentation required from Vendor by these clauses shall be submitted to Buyer; and all approvals shall be submitted to and obtained from Buyer.

FAR: The following mandatory clauses are incorporated, to the extent applicable: 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006); and 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). In addition, Vendor is required to ensure that it, as well as its sub-vendors and subcontractors, is not included on the GSA List or any other list of suspended, debarred or ineligible bidders used by USAID. [Note: See FAR 12.504 for a list of laws that are expressly not applicable to subcontracts at any tier for commercial items.]

AIDAR: 752.202-1, AID Definition Clause - General Supplement for Use in All Contracts (JAN 1990); 752.211-70, Language and Measurement (JUN 1992); and 752.225-70, Source, Origin and Nationality Requirements (FEB 1997).

Other: This Contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that 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. Vendor shall not use any of the funds made available under this Contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Vendor shall have a policy explicitly opposing prostitution and sex trafficking. For purposes of this requirement, "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). Any violation of this requirement may result in the immediate termination of this Contract.

Access to Records: The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of Vendor's directly pertinent records involving transactions related to this Contract. Vendor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit or reproduction, until three (3) years after final payment under this contract (or, if the Contract is terminated in whole or in part, for three (3) years after any resulting final termination settlement). Records relating to disputes shall be made available until such disputes are finally resolved. As used in this paragraph, "records" includes books, documents, accounting procedures and practices, and other data, regardless of form. This does not require Vendor to create or maintain any record that the Vendor does not maintain in the ordinary course of business or pursuant to a provision of law.

30. MANDATORY GOVERNMENT CLAUSES INCORPORATED IN FULL TEXT.
If Vendor is a U.S. entity, FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006) shall apply.

(a) Definitions. As used in this clause--
"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions. “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Vendor or subcontractor at any tier

(b) To the maximum extent practicable, the Vendor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

(c)(1) The Vendor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52-222-21 Prohibition of Segregated Facilities (FEB 1999).

(iii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a));


(vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(Viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Vendor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Vendor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

31. TERRORISM
Vendor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is Vendor's legal responsibility to ensure compliance with these Executive Orders and laws. This provision shall be included in all subcontracts under the Contract.

32. DEFINITIONS OF TERMS IN THIS CONTRACT
When used in this Contract, the following terms, whether or not capitalized, shall have the meanings indicated:

(1) AIDAR means the AID Acquisition Regulations (48 CFR Chapter 7);
(2) Amendment means a writing signed by the Parties, designated as an "Amendment" and sequentially numbered, modifying the provisions of the Contract;
(3) Associated Services means Services that are not separately priced in the Contract, but rather are deemed to be included in the Prices of the Goods with which they are associated;
(4) Buyer means John Snow, Inc. (JSI);
(5) Buyer’s Procurement Representative means the individual natural person, designated as such by Buyer with written notice to Vendor;
(6) Contract means all the documents listed in Article 2 of the Contract Form, as amended from time to time.
(7) Cooperating Country means the country or countries in which Goods will be distributed and/or Services provided, as listed in the Contract Form;
(8) Delivered Goods means goods delivered in accordance with the applicable delivery term as modified if at all by this Contract;
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

(9) FAR means the Federal Acquisition Regulation (48 CFR Chapter 1);
(10) Goods means all items (including without limitation supplies, equipment, parts, materials), together with all
Associated Services that are not separately priced on the Contract, described in the Contract and strictly conforming
in all respects to the requirements of such Contract;
(11) Government means the U.S. Government (unless otherwise stated, represented by the U.S. Agency for
International Development), acting in its contractual capacity;
(12) Order Form means a Purchase Order Form, or an Order Form for a Firm Fixed Price Contract, or a Delivery
Order;
(13) Party means the Buyer and the Vendor individually (collectively, the "Parties");
(14) Pharmaceutical shall mean any substance intended for use in the diagnosis, cure, mitigation, treatment or
prevention of diseases in humans or animals; any substances (other than food) intended to affect the structure or any
function of the body of humans or animals; and, any substance intended for use as a component in the above. The
term includes drugs, vitamins, oral rehydration salts, biologicals, and some in-vitro diagnostic reagent/test kits; but
does not include devices or their components, parts, or accessories;
(15) Price shall, except as may otherwise be specifically stated, mean the Total Price indicated in the Contract
(covering all Goods described on the Contract, all Associated Services necessary to perform the Vendor's
obligations pursuant to the Contract, and any Related Services) together with the Prices of all Goods included in any
option exercised pursuant to Article 12;
(16) Related Services means services (if any) specifically described and priced separately from the Delivered Goods
as a Line Item;
(17) Shelf Life means the period from the Date of Manufacture to the Expiry Date, during which full compliance of
the Goods with the manufacturer's standards is guaranteed;
(18) Unit Price means the price indicated in the Contract covering, as applicable, each item of [a] Delivered Goods,
along with any Associated Services, or [b] Related Services;
(19) USAID means the U.S. Agency for International Development;
(20) USAID Contract means USAID Contract No. GPO-I-00-06-0007-00 (as modified from time to time) with JSI;
and
(21) Vendor means the legal entity to which the Contract is issued.

33. OFFSETS
At any time, or from time to time, Buyer reserves the right to deduct, or cause to be deducted, from any
payment(s) otherwise due to Vendor all or part of any amount, whether in connection with this Contract or any other
agreement, that Buyer determines is owed to Buyer by Vendor. Buyer will use this authority cautiously and fairly,
providing advance written notice and an opportunity to comment whenever doing so is deemed practicable in
Buyer's sole discretion (if prior notice is deemed impracticable, Buyer will give notice subsequently).

34. NON-WAIVER
Buyer's failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or
conditions of this Contract or to exercise any right hereunder, shall not be construed as a waiver of the future
performance of any such term, covenant or condition or the future exercise of such right.

35. SEVERABILITY
If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or
unenforceable, the remaining provisions shall continue in full force and effect as if this Contract had been executed
with the affected provision eliminated.

36. SURVIVAL OF PROVISIONS
In addition to the rights and obligations which survive as expressly provided for elsewhere in this Contract, the other
provisions which by their nature should survive shall survive and continue after any termination or cancellation of
this Contract.

37. ASSIGNMENT
Vendor shall not assign or transfer, in whole or in part, any of its rights or the performance of its duties under
this Contract, or any of the monies due to or to become due hereunder, without Buyer's approval. Any assignment or
transfer entered into by Vendor without such approval shall be null and void as against Buyer unless ratifed by
**REQUEST FOR QUOTATIONS**  
**RFQ NO:** 17_004

Buyer.
Buyer reserves the unilateral right to assign the Contract, and any or all rights, obligations and claims there under or relating thereto, to the Government, at any time or from time to time during the Contract Term, without Vendor's consent but with written notice to Vendor.

**38. LIMITATION ON DAMAGES**
If a claim for damages or a right to any other form of relief, based on contract, indemnity, negligence or otherwise should arise in connection with this Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

**39. EXCLUSIVE AGREEMENT**
This Contract is the exclusive agreement between Buyer and Vendor pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding on Buyer.

**40. ELIGIBLE RECIPIENTS OF PRODUCTS**
Items purchased under this contract are not for use in, the United States of America. Recipients will be programs funded by the U.S. Government under the Presidential Malaria Initiative.

1) The product(s) will be donated to public health systems and to private non-profit institutions in developing countries selected by PMI. Community-based, non-profit distribution systems, public or private are included as possible recipients of products supplied by this program. These products may not be used by recipient institutions for resale to commercial institutions or in response to bids on local or international tenders.

2) The product(s) could also be provided to Social marketing programs. The products are sold to consumers and are distributed through a wide variety of outlets that may include private and public clinics, mobile sales personnel, pharmacies and other retail outlets depending on the commercial infrastructure available within the country. Selection of the distribution channel or channels within the country is at the discretion of the PMI.

**41. VENDORS WHO ARE NOT THE MANUFACTURERS OF THE GOODS**
Vendors who are not also the Manufacturers of the Goods being supplied shall fully comply with the requirements of the Contract themselves. In addition, they shall also be responsible for requiring the actual Manufacturers to comply to the extent specified in the Contract or otherwise as necessary to ensure the Vendors' own compliance.
PART C: ATTACHMENTS TO THE RFQ

1. FAR 52.203-2 Certification of Independent Price Determination – (April 1985)
2. FAR 52.203-11 Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – (Sept 2007)
3. Evidence of Responsibility Statement
4. Certificate Regarding Terrorist Financing
5. FAR 52.209-5 Certification Regarding Responsibility Matters (Oct 2015)
6. Template for Completion by Offerors
1. FAR 52.203-2 Certification of Independent Price Determination – (April 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

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

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or quotation, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

___________________________________  
Signature

___________________________________  
Printed Name

___________________________________  
Title

___________________________________  
Company

___________________________________  
Date
2. FAR 52.203-11 Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – (Sept 2007)

(a) Definitions. As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, 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 contract.

(d) Disclosure. 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

___________________________________
Signature

___________________________________
Printed Name

___________________________________
Title

___________________________________
Company

___________________________________
Date
3. Evidence of Responsibility Statement

1. Adequate Financial Resources
   The Offeror certifies that they have adequate financial resources necessary to implement and manage this award and is capable in meeting the specified contractual and financial requirements.

2. Performance schedule compliance
   The Offeror certifies that they have the ability to comply with all proposed delivery and performance schedules, taking into consideration all existing commercial and governmental commitments.

3. Performance record
   The Offeror has a satisfactory performance record as documented in the attached past performance section of the attached RFQ.

4. Record of integrity and business ethics
   The Offeror has a demonstrated record and ongoing commitment to integrity and business ethics. Our integrity and business ethics is demonstrated in the attached RFQ.

5. Necessary organization, experience, accounting and operational controls
   The Offeror certifies that they are qualified and eligible to receive an award under applicable United States Government laws and regulations. The Offeror confirms that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding.

6. Authorized Signatory
   The Offeror confirms that the individual signing this document is the authorized signatory of the organization and is legally responsible to negotiate an award with the Buyer.

7. Award eligibility
   The Offeror certifies that they are qualified and eligible to receive US Government awards under applicable laws and regulation.

8. Release of Liability
   The Offeror acknowledges that they are aware of and agree that the Buyer reserves the right, in its sole discretion, to modify the RFQ, to alter the selection process in any way, to ask for additional information from Offerors, to reject any and all quotations and/or to modify or amend the scope of services of the quotations submitted. The release of the RFQ is not a commitment to award a sub-contract or purchase order.

9. Preparation of RFQ
   The Offeror acknowledges and confirms that the preparation of all materials for submission to the Buyer and all presentations made by the Offeror are at the Offeror’s sole cost and
4. Certificate Regarding Terrorist Financing

Within the following certification the term “JSI” shall be substituted for the term "USAID". “Quote/quotation shall be substituted for the term “application.”

CERTIFICATION:

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

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

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
   a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
   b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website:

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

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

3. For purposes of this Certification:

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

b. “Terrorist act” means:

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or
(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.
REQUEST FOR QUOTATIONS
RFQ NO: 17_004

VENDOR: _______________________________________

Authorized Signatory: _______________________________________

Title: _______________________________________

Date: __________________

5. FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

The Offeror certifies, to the best of its knowledge and belief, that -

(1) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any United States Government Federal Agency;

(B) 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.
(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any United States Government Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Buyer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFQ. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Buyer may render the Offeror non responsive.

d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e) The certification in paragraph (a) of this provision is a material representation of fact upon
which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Buyer may terminate the award resulting from this solicitation for default.

VENDOR:

________________________________________

Authorized Signatory:

________________________________________

Title:

________________________________________

Date:

______________