



Request for Proposal (RFP)

Issued on	November 29, 2021
Solicitation Number	RFP-DHK-0115
For	Transportation Service to execute project activities
Questions/Queries Timeline	December 12, 2021
Type of Agreement	Long Term Agreement (LTA)
Submission Deadline	December 20, 2021

Background:

Pathfinder International is implementing USAID's Accelerating Universal Access to Family Planning (AUAFP)/Shukhi Jibon project in Bangladesh. AUAFP is a five-year project funded by USAID. The project aims to strengthen and expand access to quality family planning services through a collaborative health system capacity building partnership with the government of Bangladesh, specifically through a flexible implementation model led in partnership with the Ministry of Health and Family Welfare, including the National Institute of Population Research and Training (NIPORT), the Directorate General of Family Planning (DGFP), and the Directorate General of Health Services (DGHS).

Pathfinder international is going to purchase Transportation Services for its Shukhi Jibon project in Bangladesh to ensure the vehicle support to executing project activities for its Dhaka and Regional Offices (Chittagong, Sylhet, Mymensingh). Transport services required in these Divisional in remote and hard to reach areas including Chittagong Hill Tracts Areas.

Description of Assignment

Tasks	Deliverables	Quantity/ Month
Ensure transportation services for Dhaka Office, Regional Offices (Chittagong, Sylhet, Mymensingh) and other areas of Bangladesh Contract Period: January 01, 2021 to July 31, 2023	Vehicles services with driver and other requirements in this RFP.	19 Months
Ensure transportation services for Dhaka Office, Regional Offices (Chittagong, Sylhet, Mymensingh) and other areas of Bangladesh Optional Contract Period: August 01, 2023 to July 31, 2024	Vehicles services with driver and other requirements in this RFP.	12 Months

<p>Ensure transportation services for Dhaka Office, Regional Offices (Chittagong, Sylhet, Mymensingh) and other areas of Bangladesh</p> <p>Optional Contract Period: August 01, 2024 to July 31, 2025</p>	<p>Vehicles services with driver and other requirements in this RFP.</p>	<p>12 Months</p>
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Scope of Work:

The Scope of Work to provide vehicle services with drivers and other equipment are included in the templated provided in Annex C. All vehicles must include the following along with the driver:

- Fire extinguisher
- GPS
- Torch Light
- First Aid Box containing required First Aid supplies.
- Vendor is responsible for all vehicle’s maintenance, Government of Bangladesh/BRTA fees which include but not limited to road tax, vehicle fitness, insurance, and other required payments.
- Off duty vehicle parking will be provided by Pathfinder International. Parking violations will be paid by vendor.
- Tool kit, Spare Tire, Jumper Cables, Jump start, First Aid Kit, two big Umbrellas, mobile charger(s).
- Mosquitos Sprays, Air-Fresheners, Tissue Boxes, Face Mask for driver, Sanitizer for daily basis rental.
- Vehicle must be professional cleaned regularly to maintain hygiene conditions.

Drivers are subject to Pathfinder International interview, vetting and approval. Once approved drivers can be assigned for duties. All drivers MUST follow all Pathfinder’s policies, procedures, and processes. Price quote must be provided in the template provided in Annex-C. Soft copy in Microsoft Excel document if possible. If at any time, Pathfinder notifies the Vendor about any Driver’s removal, it MUST be removed within 24 hours of the notification without any costs to Pathfinder and replacement driver be provided following Pathfinder’s requirement.

Note: Overtime may be charged beyond 10 hours during workday, Friday, and Pathfinder’s approved holidays. Vehicle and driver related legal documents required by Pathfinder must be provided.

OTHER REQUIREMENTS INCLUDES:

For services performed during the term, the Contractor will be paid as per below:

- ✓ This is fixed Unit cost/price purchase order. Total working day will be 6 days/week, 10 hours/day. In addition to the contracted rates, Pathfinder will pay overtime on working day/holiday/weekend, for over-night field trip per day lodging and M&E and Ferry/toll/parking charge, etc. following the contract and applicable original receipt. Pathfinder International shall order units in any combination mentioned below until it reaches the total value or the performance period. Order will be made verbally or through emails.
- ✓ Contractor may not work or be reimbursed for days beyond the maximum approved amount without prior written approval from Pathfinder. Drivers’ duty shall include 10 hours a day and six

(6) days a week, Saturday to Thursday. All vehicles must be available and reported as required and instructed by AUAFP/Pathfinder International authorized staff.

Transportation Services with Driver and Vehicles Specifications:

- ✓ The car should not be branded with any Organization's names or advertisement. All vehicles must be up to date and must have current registration with proper authority. Must be road worthy and be road ready. All vehicles must be licensed and insured. The vendor will take all liabilities related to the driver including their insurance, driving license.
- ✓ All vehicles must have excellent air-conditioning. All trips related to purchasing gas and maintenance must be paid by the vendor. The driver will be the vendor's employee. The driver shall be responsible for maintaining a vehicle logbook as required by AUAFP/Pathfinder International. If logbook is not recorded correctly, AUAFP/Pathfinder International will not pay for those trips or mileage.
- ✓ Driver must not answer mobile phone while driving except call from AUAFP/Pathfinder International transport supervisor when safe (i.e., at stop). No un-authorized person shall be allowed by the drivers in the car without prior permission of AUAFP/Pathfinder International authorized person.
- ✓ All drivers and vehicles must maintain security protocols at all time. AUAFP/Pathfinder International has the right to ask the Vendor to remove any drivers on the spot without giving any cause or reasons. In such case, the vendor must remove the driver on the spot and provide an alternative acceptable driver within a reasonable time.

Required documents (Pass/Fail Criteria):

- Copy of Valid Trade License/Company Registration Certificate.
- Copy of VAT Registration Certificate / BIN.
- Copy of e-TIN Certificate.
- Technical Proposal (separate sealed envelope)
- Disclosure on Conflicts of Interest, if any
- Price (Completing Annex-C) (separate sealed envelope)

Technical Proposal:

PART I: Technical Proposal includes the following and must be submitted in separate sealed envelope. Envelope must be marked as "PART I: TECHNICAL PROPOSAL"

- Include Required Documents mentioned above.

- Company Profile:

1. must include organizations names and length of car rental services provided.
2. experience working with international NGOs.
3. availability of vehicle repair/maintenance services/workshop, if any.
4. minimum notice time for daily vehicle request/order.

- Three references with names, title, organizations, email and phone number(s);

PART II: Cost Proposal must be submitted in separate sealed envelope following the Annex C template. Envelope must be marked as "PART II: COST PROPOSAL"

Selection Criteria:

Pathfinder will review and evaluate quotes submitted by the deadline according to the following criteria:

Criterion	Weight (%)
Required Documents - Copy of Valid Trade License/Company Registration Certificate. - Copy of VAT Registration Certificate / BIN. - Copy of e-TIN Certificate. - Technical Proposal (separate sealed envelope) - Disclosure on Conflicts of Interest, if any - Price (Completing Annex-C) (separate sealed envelope)	Pass/fail
Technical Proposal (must address the following): - organization profile - experience working with international NGOs. - availability of vehicle repair/maintenance services/workshop, if any. - minimum notice time for daily vehicle request/order. - three references with names, title, organizations, email and phone number(s)	50%
Cost Proposal	50%
Total Weight	100%

Payment Terms: We anticipate entering a fixed price contract with the selected vendor. Payment will be made within 30 days after receiving complete invoice and related supporting documents. VAT & Tax will be paid following Bangladesh Government rules and regulations at the time of payment and following the ceiling and VAT will be paid through USAID VAT coupons issued by Government of Bangladesh.

Method of Payment: Contractor will be paid via BEFTN (electronic fund transfer) to vendor's bank account. Failure to provide accurate bank information in a timely manner may delay payment. For the wire transfer, the Contractor will need to provide a copy of the bank checkbook leaf and other required details as mentioned in Annex D.

Quotes Deadline:

All written responses to the RFP must be received by Pathfinder **no later than December 20, 2021**. Proposals must be submitted in sealed envelopes. Two sealed envelopes: one for technical proposal and another cost proposal. Envelopes must identify "PART I: TECHNICAL PROPOSAL" and "PART II: COST PROPOSAL". All proposals must be delivered by the deadline at the following address:

Sr. Country Director

Pathfinder International
Shezad Palace, 32 Gulshan Avenue North C/A

5th Floor, Dhaka-1212, Bangladesh

Terms:

Pathfinder reserves the right to cancel this solicitation at any point and is under no obligation to issue a subcontract because of this solicitation.

Pathfinder will not reimburse any expenses related to the preparation of any proposal related materials or delivery.

The resulting Purchase Order is subject to the Terms and Conditions in Annex A.

Thank you,
Pathfinder International

ANNEX A: GENERAL TERMS AND CONDITIONS

1. **Scope of Work.** Under this Agreement, the Independent Contractor identified above (hereinafter “Contractor”) will provide to Pathfinder International (hereinafter “Pathfinder”) the professional services and deliverables set forth in the Scope of Work (Annex A), hereby incorporated by reference. Time is of the essence with respect to performance, unless otherwise indicated in the Scope of Work.
2. **Term.** Pathfinder agrees to engage Contractor, and Contractor agrees to provide the agreed-upon services for the period commencing [date] and ending on [date].
3. **Approvals.** This agreement is contingent upon receipt of: donor approval, satisfactory reference checks, background eligibility clearance, and confirmation of work authorization to work in the assigned country/countries. Pathfinder conducts background checks on all short-term Contractors.
4. **Relationship.** It is understood and agreed that the Contractor is furnishing services to Pathfinder International as an Independent Contractor, and nothing contained in the Agreement between Pathfinder and the Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.
5. **Rate. Select 1:** For services performed during the term, the Contractor will be paid in accordance with their daily rate of \$XXX.XX per day/hr or (2) For services performed during the term, Contractor will be paid a fixed fee of \$XXX. XX.
6. **Terms of Payment.**
 - 6.1 In no event shall the amount paid to Contractor exceed the fixed price or ceiling price, as applicable, stated in Article 5 without the express written authorization of Pathfinder.
 - 6.2 **Invoice Submission.** Contractor shall submit invoice(s) to the address to the attention of the Pathfinder employee identified in Article 23 below. **Select one: (1)** [For fixed-price agreements:] Invoices shall be submitted promptly upon completion of each milestone. **(2)** [Or for T&M agreements:] Invoices for level of effort (LOE) shall be submitted on a monthly basis. Invoices for all other expenses shall be submitted promptly upon completion of the required products/services.
 - 6.3 **Not applicable for fixed price agreement: Level of Effort.** Contractor may not work or be reimbursed for days beyond the maximum approved amount without prior written approval from Pathfinder. The maximum approved level of effort for this Agreement is XX days, based on a five/six-day workweek and including travel. A day is defined as eight (8) work hours.
 - 6.4 **Method of Payment.** Contractor will be paid via [SELECT ONE: (1) direct deposit to a U.S. bank account or (2) wire transfer to an international bank account]. Failure to provide accurate bank information in a timely manner may delay payment.
 - 6.5 **Timing of Payments.** Contractor shall be paid within thirty (30) days after Pathfinder’s receipt of an invoice in the format prescribed in Annex B of this Agreement and acceptance by Pathfinder of the completed products/services in accordance with “Inspection & Acceptance” below, together with any required supporting documentation as described in Article 6.6 below and “Budget” (Annex C). Pathfinder is under no obligation to pay Contractor’s invoices received later than ninety (90) days after completion of the required services/deliverables. Payment of Contractor invoices by Pathfinder shall not constitute final approval of the charges therein. All charges invoiced by Contractor may remain subject to Pathfinder and/or U.S. Government/Client audit and subsequent adjustment. Contractor agrees to reimburse Pathfinder for any costs disallowed by Client.

- 6.6 *Inspection & Acceptance.* All deliverables shall be subject to final inspection by the individual stated in Article 23 below and shall be accepted or rejected as promptly as practicable after delivery or performance. If a deliverable or service performed by Contractor is found to be defective, Contractor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days, unless otherwise agreed-to by Pathfinder. If correction of such work is impracticable, Contractor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so, requested by Pathfinder. To the extent that Pathfinder is held financially responsible for any deficiencies in the services performed by the Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor. Contractor is responsible for any deficiency on the part of its suppliers or subcontractors. Contractor shall be responsible for any additional costs of re-procurement that exceed the fixed price or ceiling price, as applicable, specified in Article 5 as may be necessary for Pathfinder to secure the supplies/services as a result of Contractor's inability to deliver or perform supplies or services that conform to the requirements of this Agreement.
- 6.7 *Late Deliveries.* In addition to any remedies available to it in the event of late delivery, Pathfinder may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the fixed price or ceiling price, as applicable, set forth in Article 5 above.
7. **Confidential Information:** Each party shall treat as confidential all information obtained from the other during the course of performance under the Agreement. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law. All confidential information disclosed or otherwise made known to the Contractor as a result of the services remains the sole property of Pathfinder.
8. **Intellectual Property:** The title to all Intellectual Property rights in or in relation to material created during the course of the services, including but not limited to designs, works of authorship, analyses, reports, improvements or processes, vests in Pathfinder upon its creation. These rights include title and interest in patent, copyright, trademark and other proprietary rights. At its sole discretion, Pathfinder may grant to the Independent Contractor, a limited, royalty-free license to use material developed under this Agreement. In addition, nothing in this Agreement shall supersede the rights of donors supporting Pathfinder's work.
9. **Non-Compete:** While this Agreement is in effect, the Independent Contractor shall not perform similar services with any party directly or indirectly in competition with Pathfinder without giving prior notice to and obtaining written consent from Pathfinder.
10. **Assignment.** The Independent Contractor may not assign its rights or responsibilities under this Agreement without the prior written consent of Pathfinder.
11. **Child Safeguarding.** Contractor confirms its agreement to abide by Pathfinder's Child Safeguarding and Trafficking in Persons Policies, copies of which have been provided to and signed by the Contractor.
12. **Non-Solicitation.** During the term of this Agreement and for twelve (12) months following its termination the Contractor agrees not to solicit, entice, induce, encourage, or attempt to solicit, entice, induce, encourage any Pathfinder employee, either directly or indirectly, to leave Pathfinder's employ or to cause or attempt to cause any Pathfinder employee to become employed by any person or business entity competitive with or engaged in the business of Pathfinder.

13. Conflict of Interest.

13.1 During the term of this agreement as defined in Article 2 above, Contractor shall not engage, directly or indirectly, either in his/her own name or through the agency of another person, in any business, profession, or occupation in the country of assignment or any other country to which s/he may be assigned during the term of this Agreement. This includes loans to or investments in any business in the country of performance, as specified in the Scope of Work (Annex A). This provision does not apply to Contractors who are citizens or legal residents of the country of performance.

13.2 To the best of his/her knowledge, Contractor presently has no conflict of interest with respect to the Services to be performed for Pathfinder under this Agreement. Contractor agrees not to enter into any such agreement or execute any documents that will create a conflict of interest or which will prevent it from freely performing any obligation under this Agreement. Contractor furthermore agrees to notify Pathfinder in writing should any potential conflict of interest arise during the term of this Agreement.

14. Indemnification. Independent Contractor will indemnify and hold Pathfinder, its employees, and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by Pathfinder and/or its customers (whether or not the agreement is canceled) caused by or arising out of Independent Contractor's breach of any term of this Agreement including, without limitation, the timely performance thereof.

15. Compliance with Law Contractor's performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations. This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts without regard to the conflict of laws principles thereof.

16. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of Pathfinder without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

17. Force Majeure. Any non-performance or delay in performance of any obligation of either party under this Agreement may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Contractor's suppliers or any labor disruption affecting Contractor specifically, and not Contractor's industry generally, constitute Force Majeure for Contractor. If Contractor is affected by Force Majeure, it will (i) promptly provide notice to Pathfinder, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on Pathfinder, including sourcing substitute providers of services from the market, in order to meet Pathfinders's required completion dates. Contractor has an ongoing duty to keep Pathfinder apprised of the situation until resolved.

18. Termination for Convenience: Pathfinder International reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, the Independent Contractor shall immediately stop all work hereunder. Subject to the terms of this Agreement, the Independent Contractor shall be paid for services rendered up to the time of termination.

19. Termination for Cause: Pathfinder International may terminate the Agreement or any part thereof, for cause in the event of any default by the Independent Contractor, or if the Independent Contractor fails to comply with any term or condition of the Agreement or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of funding or the prime award for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Independent Contractor for any amount for services not accepted, and Independent Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Agreement or by law. If it is determined that Pathfinder improperly terminated the Agreement for default, such termination shall be deemed a termination for convenience.

20. Claims and Disputes.

20.1 In the event of any dispute between Contractor and Pathfinder, a claim by the Contractor must be made in writing and submitted to Pathfinder's Director of Grants and Contracts, who shall render a decision within thirty (30) days of receipt of the Contractor's claim.

20.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, that cannot be resolved within a reasonable time following good faith attempts by the Parties shall be finally settled in accordance with the regulations of the American Arbitration Association (AAA). Proceeding shall be conducted in the state of Massachusetts, USA, unless another venue is mutually agreed upon in writing. Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add to, modify, change, or disregard any lawful terms of this Agreement. The Parties expressly agree that the arbitrators shall have no power to consider or award punitive or exemplary damages, or any other multiple or enhanced damages, whether statutory or common law. This agreement to arbitrate shall be binding upon the heirs, successors, assigns, and any trustee, receiver, or executor of each Party. Unless otherwise ordered by the arbitrator, each party shall bear its own costs and fees, including attorneys' fees and expenses. The Contractor shall proceed diligently with performance of this Agreement pending final resolution of any claim.

21. Contractor Warranties, Representations, and Certifications.

21.1 The violation of any of the following warranties, representations, or certifications shall represent a material breach and be grounds for termination for cause.

21.2 Warranties for Supplies/Services. Contractor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function or service for which they were intended. Contractor agrees to pass on all manufacturers' warranties to Pathfinder. Contractor agrees to deliver/provide the products/services which are the subject-matter of this Agreement to Pathfinder free and clear of all liens, claims, and encumbrances. Contractor represents and warrants to Pathfinder that: (i) it has not

entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to Pathfinder; or (b) performing any other obligation under this Agreement; and (ii) it will not knowingly incorporate confidential information of any person or entity not a party to this Agreement into any materials furnished to Pathfinder without prior written notice to Pathfinder.

21.3 Representations. Contractor represents and : (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of Pathfinder in return for or in connection with the award of this Agreement; (ii) the Contractor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Agreement or any other person, which behavior could have had the effect of lessening competition for the award of this Agreement or of raising the price of the Deliverables or the Services procured; (iii) no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement; and (iv) all statements of material fact contained in any proposal, response, certification, or questionnaire submitted by Contractor or any of its representatives in connection with the solicitation, award or negotiation of this Agreement were true and complete when made.

21.4 Certifications. Contractor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department or agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as “specially designated nationals” by the Office of Foreign Assets Control of the U.S. Department of Treasury; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Contractor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Contractor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: www.sam.gov, <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>, and <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>; and (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Contractor may not charge under this Agreement any item which has its source in, or is purchased from a supplier which has its nationality in, any restricted countries or prohibited sources, as designated in <http://www.usaid.gov/ads/policy/300/310mac>; and (viii) Contractor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement.

22. Notifications. All inquiries and invoices must be submitted to Pathfinder employee listed below:

Sr. Country Director, Pathfinder International, Email: procurement@shukhijibon.org

- 23. Waiver.** Failure of Pathfinder to enforce at any time or for any period of time any of the provisions of this Agreement will not constitute a waiver of such provisions or of the right of Pathfinder to enforce each and every provision.
- 24. Expense Report.** The Independent Contractor shall be reimbursed for properly documented travel and other expenses incurred in direct support of services performed under this agreement. Travel and other expenses must comply with Pathfinder's travel policies and procedures for reimbursement, including submission of the Travel Expense Voucher (TEV) forms provided by Pathfinder. Expense reports submitted later than 15 calendar days after the end date of this Agreement will not be paid.
- 25. Modification.** The scope of work and other terms and conditions contained in this Agreement shall not be added to, modified, superseded or otherwise changed except by written modification.
- 26. Entire Agreement.** This Agreement supersedes all prior oral or written agreements, if any, between the parties concerning the work under this Agreement and constitutes the entire agreement between the parties with respect to the work to be performed under this Agreement.

Part B. U.S. GOVERNMENT TERMS AND CONDITIONS

If the agreement is not funded under a USG award: This section is not applicable under the present Agreement.

This Agreement is financed with U.S. Government (“USG”) funds. Accordingly, the following U.S. Government Terms and Conditions are incorporated by reference into this Agreement and apply to this Agreement as described below with the same force and effect as if they were set forth in full text. This Agreement is only between Independent Contractor and Pathfinder and shall not be construed in any way to create a direct relationship between Independent Contractor and the U.S. Government.

FUNDING FOR THIS AGREEMENT IS UNDER A USAID ASSISTANCE INSTRUMENT

1. Independent Contractor [SELECT ONE: is/is not] eligible for medical evacuation insurance coverage [SELECT ONE: and/or] overseas workers’ compensation through the Defense Base Act.
2. **Only applicable for Construction Contracts:** Equal Employment Opportunity. The clause at 41 CFR 60-1.4(b) (<http://www.ecfr.gov/cgi-bin/text-idx?SID=945ef8753433ba2d4e41318b0f21ba66&mc=true&node=20150911y1.15>) is incorporated herein by reference.
3. **Only applicable for Construction Contracts:** Davis-Bacon Act, As Amended. The Independent Contractor must comply with the Davis-Bacon Act in 40 U.S.C. 3141-3148 (<http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle2/partA/chapter31/subchapter4&edition=prelim>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction” (<http://www.ecfr.gov/cgi-bin/text-idx?SID=c961274a08c1423164e297c9d95b4e02&node=pt29.1.5&rgn=div5>).
4. **Only applicable for Construction Contracts:** Copeland Anti-Kickback Act. The Independent Contractor must comply with the Copeland Anti-Kickback Act in 40 U.S.C. 3145 (<http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle2/partA/chapter31/subchapter4&edition=prelim>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=29:1.1.1.1.4>).
5. **Only applicable for Contracts above \$100,00 and that involve mechanics and/or laborers:** Contract Work Hours and Safety Standards Act. The Independent Contractor must comply with the Contract Work Hours and Safety Standards Act in 40 U.S.C. 3701-3708 (<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitle11-partA-chap37.pdf>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction” (<http://www.ecfr.gov/cgi-bin/text-idx?SID=c961274a08c1423164e297c9d95b4e02&node=pt29.1.5&rgn=div5>).
6. **Only applicable for Contracts that involve experimental, developmental, or research work:** Rights to Inventions. If this Agreement is for experimental, developmental or research work, 37 CFR 401 applies

to any invention or discovery conceived or first actually reduced to practice in the performance of work under this Agreement which is or may be patentable or otherwise protectable under Title 35 of the United States Code. The U.S. National Institutes of Health EDISON Patent Reporting and Tracking system (<http://www.iedison.gov>) must be used for disclosures under 37 CFR 401.14(c)(1). Note: This provision is not countermanded by paragraph 14 of the General Business Terms and Conditions set forth above.

- 7. Only applicable for Contracts above \$100,000:** Clean Air Act and the Federal Water Pollution Control Act, as Amended. The Independent Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act in 42 U.S.C. 7401-7671q (<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap85.htm>) and the Federal Water Pollution Control Act, as amended, in 33 U.S.C. 1251-1387 (<http://www.gpo.gov/fdsys/granule/USCODE-2011-title33/USCODE-2011-title33-chap26-subchapl-sec1251/content-detail.html>).
- 8. Only applicable for Contracts above \$100,000** Byrd Anti-Lobbying Amendment. As required by 31 U.S.C. 1352 (<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title31/pdf/USCODE-2010-title31-subtitle11-chap13-subchapl-sec1352.pdf>), by signature on the Cover Page of this Agreement, Independent Contractor certifies that it will not and has not used U.S. Government appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any U.S. Government agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Agreement.
- 9. USAID Standard Provisions.** The following USAID standard provisions for U.S. NGOs flow-down and apply to this Agreement. The full text of the USAID standard provisions listed herein may be found at <http://www.usaid.gov/ads/policy/300/303maa>. References to “USAID,” “Government,” “U.S. Government,” “Agreement Officer (AO),” “Agreement Officer’s Representative (AOR),” etc., mean Pathfinder International USA, Inc. References to “Recipient,” “Awardee,” “Sub-Recipient,” “Sub-Awardee,” “Contractor,” etc., mean the Contractor.

No.	Title	Effective Date
M1	Applicability of 2 CFR 200 and 2 CFR 700	December 2014
M2	Ineligible countries	May 1986
M3	Nondiscrimination	June 2012
M4	Amendment of award	June 2012
M5	Notices	June 2012
M6	Subawards and contracts	December 2014
M7	OMB approval under the paperwork reduction act	December 2014
M8	USAID eligibility rules for goods and services	June 2012
M9	Debarment, suspension, and other responsibility matters	June 2012
M10	Drug-free workplace	June 2012
M11	Equal participation by faith-based organizations	June 2016

M12	Preventing terrorist financing – Implementation of Executive Order 13224	August 2013
M13	Marking and public communications under USAID-funded assistance	December 2014
M14	Regulations governing employees	August 1992
M15	Conversion of United States dollars to local currency	November 1985
M16	Use of pouch facilities	August 1992
M17	Travel and international air transportation	December 2014
M18	Ocean shipment of goods	June 2012
M19	Voluntary population planning activities – mandatory requirements	May 2006
M20	Trafficking in persons	April 2016
M21	Submissions to the Development Experience clearinghouse and publications	June 2012
M22	Limiting construction activities	August 2013
M23	USAID Implementing Partner Notices (IPN) portal for assistance	July 2014
M24	Pilot program for enhancement of grantee employee whistleblower protections	September 2014
M25	Submission of datasets to the Development Data Library (DDL)	October 2014
M26	Prohibition on requiring certain internal confidentiality agreements or statements	May 2017
M27	Child safeguarding	June 2015
M28	Mandatory disclosures	July 2015
M29	Nondiscrimination against beneficiaries	November 2016
RAA1	Negotiated indirect cost rates – predetermined	December 2014
RAA2	Negotiated indirect cost rates – provisional (nonprofit)	December 2014
RAA3	Negotiated indirect cost rate – provisional (profit)	December 2014
RAA4	Exchange visitors and participant training	June 2012
RAA5	Voluntary population planning activities – supplemental requirements	January 2009
RAA6	Protection of the individual as a research subject	April 1998
RAA7	Care of laboratory animals	March 2004
RAA8	Title to and care of property (cooperating country title)	November 1985
RAA9	Cost sharing (matching)	February 2012

RAA10	Prohibition of assistance to drug traffickers	June 1999
RAA11	Investment promotion	November 2003
RAA12	Reporting host government taxes	December 2014
RAA13	Foreign government delegations to international conferences	June 2012
RAA14	Conscience clause implementation (assistance)	February 2012
RAA15	Condoms (assistance)	September 2014
RAA16	Prohibition on the promotion or advocacy of the legalization or practice of prostitution or sex trafficking (assistance)	September 2014
RAA17	USAID disability policy (assistance)	December 2004
RAA18	Standards for accessibility for the disabled in USAID assistance awards involving construction	September 2004
RAA19	Statement for implementers of anti-trafficking activities on lack of support for prostitution	June 2012
RAA20	Eligibility of subrecipients of anti-trafficking funds	June 2012
RAA21	Prohibition on the use of anti-trafficking funds to promote, support, or advocate for the legalization or practice of prostitution	June 2012
RAA22	Universal identifier and system of award management	July 2015
RAA23	Reporting subawards and executive compensation	December 2014
RAA24	Patent reporting procedures	December 2014
RAA25	Access to USAID facilities and USAID' information systems	August 2013
RAA26	Contract provision for insurance under recipient procurements	December 2014
RAA27	Award term and condition	April 2016

Select one: If the agreement is a contract/subcontract, select this checkbox and delete #3-10 above (from the previous checkbox up to this point). The numbers should align #1-3.

FUNDING FOR THIS AGREEMENT IS UNDER A USAID ACQUISITION INSTRUMENT

The term "FAR" means Federal Acquisition Regulation (48 CFR Chapter 1). The term "AIDAR" means the USAID Acquisition Regulation (48 CFR Chapter 7). The full text of the clauses listed herein may be found at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48tab_02.tpl. <http://www.usaid.gov/ads/policy/300/303maa>. References to "USAID," "Government," "U.S. Government," "Contracting Officer (CO)," "Contracting Officer's Representative (COR)," etc., mean Pathfinder International USA Inc. References to "Contractor," "Subcontractor," etc., mean the Independent Contractor.

2. For work to be performed outside the United States, Independent Contractor is eligible for medical evacuation insurance coverage and overseas workers' compensation through the Defense Base Act. Pathfinder will provide insurance coverage to the Independent Contractor in the manner and to the extent set out in the insurer policy. The coverage is limited to the period of approved business travel.

3. The following regulations are incorporated into this Agreement by reference:

THESE CLAUSES APPLY TO ALL CONTRACTS- This section must match the prime contract with the USG donor. Edit as needed to match. No need to write out each FAR/AIDAR, incorporation by reference is sufficient.

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Definitions	52.202-1	Patent Rights – Acquisition by the Government	52.227-13
Restriction on Subcontractor Sales to the Government	52.203-6	Rights in Data – Special Works	52.227-17
Taxpayer Identification	52.204-3	Restrictions on Severance Payments to Foreign Nationals	52.237-8
Data Universal Numbering System (DUNS)	52-204-6	Stop Work Order, Alternate I	52.242-15
Annual Representations & Certifications	52.204-8	Government Delay of Work	52.242-17
Material Requirements	52.211-5	Changes-Fixed Price	52.243-1
Liquidated Damages (1% of Contract Value/Day)	52.211-11	Subcontracts	52.244-2
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.213-4	Contractor Liability for Personal Injury and/or Property Damage	52.247-21
Order of Precedence	52.215-8	Contract Not Affected by Oral Agreement	52.247-27
Convict Labor	52.222-3	Preference for U.S.-Flag Air Carriers	52.247-63
Child Labor- Cooperation with Authorities and Remedies	52.222-19	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Combatting Trafficking in Persons	52.222.50	Termination for Convenience	52.249-2
Privacy Act Notification	52.224-1		
Restrictions on Certain Foreign Purchases	52.225-13		

THESE CLAUSES APPLY TO CONTRACTS THAT EXCEED \$10,000

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Protecting Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	52.209-6	Equal Opportunity for Veterans	52.222-35
Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	52.222-20	Affirmative Action for Workers with Disabilities	52.222-36
Prohibition of Segregated Facilities	52.222-21	Employment Reports on Veterans	52.222-37
Affirmative Action Compliance	52.222-25	Inspection of Supplies – Fixed Price	52.246-2
Equal Opportunity	52.222-26		

THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Service Contract Act	52.222-41	Changes – Time & Materials/Labor Hours	52.243-3
HBCU and Minority Institution Representations	52.226-2	Inspection of Services – Fixed Price	52.246-4
Changes – Fixed Price Services, Alternate II	52.243-1	Inspection – Time & Materials/Labor Hours	52.246-6

THESE FAR CLAUSES APPLY TO CONTRACTS THAT EXCEED \$100,000

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Certificate of Independent Price Determination	52.203-2	Payment for Overtime Premiums	52.222-2
Gratuities	52.203-3	Drug-Free Workplace	52.223-6
Anti-Kickback Procedures	52.203-7	Acquisition of EPEAT Registered Imaging Equipment	52.223-13
Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	52.203-8	Acquisition of EPEAT Televisions	52.223-14
Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	Authorization and Consent	52.227-1
Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	52.203-11	Notice and Assistance Regarding Patent & Copyright Infringement	52.227-2
Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Federal, State, and Local Taxes	52.229-3
Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	52.204-4	Taxes – Foreign Fixed-Price Contracts	52.229-6
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.209-5	Taxes-Foreign Cost –Reimbursement Contracts	52.229-8
Responsibility Matters	52.209-7	Interest	52.232-17
Updates of Information Regarding Responsibility Matters	52.209-9	Stop-Work Order	52.242-15
Audit and Records – Negotiation	52.215-2	Competition in Subcontracting	52.244-5
Integrity of Unit Prices	52.215-14	Contractor Inspection Requirements	52.246-1
Price Re-determination – Retroactive	52.216-6	Limitation of Liability	52.246-23
		Limitation of Liability – Services	52.246-25
		Termination of Convenience for the Government (Fixed Price-SF)	52.249-1
		Default (Fixed-Price Supply and Service)	52.249-8

THESE CLAUSES APPLY TO USAID CONTRACTS

CLAUSE TITLE	AIDAR CITE	CLAUSE TITLE	AIDAR CITE
Organizational Conflicts of Interest After Award	752.209-71	Marking	752.7009
Language and Measurement	752.211-70	<i>RESERVED</i>	752.7016
Source, Origin and Nationality	752.225-70	Health and Accident Insurance for AID Participant Trainees	752.7018
Local Procurement	752.225-71	Conflicts Between Contract and Catalog	752.7022
Insurance – Liability to Third Persons	752.228-07	Required Visa Form for AID Participants	752.7023
Salary Supplements for Host Government Employees	752.231-71	Approvals	752.7025
Government Property – USAID Reporting Requirements	752.245-70	Acknowledgement and Disclaimer	752.7034
Title To and Care of Property	752.245-71	Public Notices	752.7035

Annex C: Bank Account Information

Pathfinder International

Vendor Bank Information Form

Bank Name	:	
Bank Branch Name	:	
Bank Account Name/Title of Account	:	
Bank Account Number	:	
Type of Bank Account	:	
Bank Branch Routing Number	:	
Email ID for sending bank advice	:	

(Please use your organizational letter head pad)

Submitted by:

Signature :

Name :

Designation :

Address :

Seal :

Date :

Annex D: Past Performance References

Past Performance References list:

Reference #	Organization Name, Address, contact person name, number and email address
Reference # 1	
Reference # 2	
Reference # 3	