



REQUEST FOR QUOTATIONS (RFQ)

RFQ Number: NLCB163-12808
Description: Supply and Installation of Concertina Wire Fence to improve Security at Improving Post Rainy Season Security in Kanamma Yunusari LGA Yobe State.
RFQ Release Date: 4th February 2020
RFQ Closing Date: 11th February 2020
RFQ Closing Time: 04:00 PM – Local Time Abuja, Nigeria (UTC +01:00)
From: Creative Associates International, Inc., Washington, DC, on behalf of the Nigeria Lake Chad Basin (NLCB) Project
Funded by: United States Agency for International Development (USAID),
Contract # 7200AA18F00013

Creative Associates International, Inc., acting on behalf of the Nigeria Lake Chad Basin (NLCB) Project in Nigeria is soliciting offers for the supply of tangible goods described in the attached pages. Creative is implementing an official project of the United States Agency for International Development (USAID) under USAID Contract # 7200AA18F00013.

All correspondence and/or inquiries regarding this Request for Quotations (RFQ) must reference the above RFQ number and be directed via email to: vendors@neri-nigeria.com.

Any questions must be submitted in writing and emailed to vendors@neri-nigeria.com no later than 2.00pm on 5th February 2020. **No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder.** The RFQ number (listed above) must be stated in the subject line. Answers will be compiled and distributed to all vendors by close of business on 3rd February 2020.

Please submit your offer for the goods described in the attached pages in accordance with the terms of the RFQ.

This RFQ includes the following sections:

- 1.0 Introduction**
- 2.0 Instructions to Offerors**
 - Attachment A: Offerors Summary Sheet**
 - Attachment B: Statement on Source and Origin**
 - Attachment C: Minimum Technical Requirements**
 - Attachment D: Offeror's Professional Reference Sheet**
 - Attachment E: Contract Terms and Provisions**

Sincerely,

Creative Associates Procurement Dept.
Creative Associates International, Inc.
5301 Wisconsin Ave. N.W.
Suite 700
Washington D.C. 20015

1.0 Introduction

The Nigeria Lake Chad Basin (NLCB) Project is a USAID-funded project based in Nigeria and implemented by Creative Associates International, Inc. (Creative). The goal of this project is to address the effects of violent extremism in northeastern Nigeria and to work with communities and local government institutions to improve resiliency. Under this specific activity, the NLCB project identified the need to support rainy season farmers In Kanamma community in Yunusari local government area of Yobe State to stay safe from insurgent infiltration on farmers by erecting concertina wire perimeter fences.

As part of the Nigeria Lake Chad Basin's (NLCB) objective to reduce community and individual vulnerabilities to VEO influence and action as well as support the institution to enhance security around vulnerable peripheral spots of the back-border surroundings of the communities and also provide some basic non-coercive security gadgets to prevent infiltration and attacks by insurgents, NLCB in partnership with the Local government intends to complement the work already started by the state government by installing of a triple strand concertina wire fence around the perimeter.

In order to further these objectives, Creative requires quotations for the following materials.

SN	Item	Description	Quantity
1	Rolls of concertina razor wire.	Supply of triple strand concertina security fence using galvanized concertina razor wire in a spiral form which when installed has an outside diameter of 90cm. Thickness of the blade minimum of 0.50mm, blade spacing minimum 12cm, main core wire thicknesses a minimum of 2.5mm. The concertina razor wire in a spiral form will have a minimum of 53 spirals / loops per 15 meters (maximum space between spiral opening 20cm) when installed, each strand will have an outside diameter of 90cm. Two spiral strands will be installed sided by side with a third spiral strand placed on top of the two in the form of a pyramid. Therefore, each 1 meter of fencing will have 3 meters of 90cm diameter concertina wire. Total required= 30,545 meters x 90cm (spiral/loops) @ 53 loops per 15-meter length per strand.	30,545
2	Galvanized heavy metal angle iron fence posts	Galvanized heavy metal angle iron fence posts 1.8 meters length, x 50mm x 50mm x 5mm, with pointed at one end pre-drilled and notched at regular intervals along its edge for wire fixings. Each post weight approximately 8 Kgs.	4,073
3	Full Coil of Binding Wire (tying wire)	Galvanized fencing Tying wire with a minimum thickness of 2.0mm. Tying wire will be used to join each sections of concertina wire at each end, at a minimum of 3 points, also to attach the concertina wire to each of the fence posts, also to attach the spiral to the spiral situated beside and above it at every 1 meter intervals. Tying wire will be used to join each sections of concertina wire at each end, at a minimum of 3 points, also to attach the concertina wire to each of the fence posts, also to attach the spiral to the spiral situated beside and above it at every 1 meter intervals.	204
4	Materials for concrete casting of 1,111 fence post of 4000m length with a mix ration of 1:2:4, materials should include: Sharp Sand, Bama Gravel, Cement (Portal/Ashaka/Dangote) and Water)	NERI expects that for a fencing section of approximately 4,000 meters, the posts will be located in a very sandy soil, requiring the posts to be casted in concrete. The concrete casing shall be 500mm vertically deep and 230mm x 230mm width/length. For the remaining section of the fence, the posts will be pounded into the soil (using a 10lb hammer for example) to a minimum depth of 500mm, which has 1.3 meters above the ground to tie to the spirals.	1
5	Labour (which include installation of concertina wire of 11,200m length, concrete casting fence post of 4000m to reinforce the concertina wires around the sandy areas. All work would be carried out according to specifications provided.	Construction of triple strand concertina security fence using galvanized concertina razor wire. Each strand of concertina wire should be 90 cm in diameter containing a minimum of 53 loops/spirals per 15m length per strand when installed. The total height of the fence should be approximately 1.70 meters when the third strand is placed upon the two base strands. The Fence is reinforced by 1.8-meter galvanized metal posts. These posts will be hammered / pounded into the ground to a minimum depth of 0.5 meters (500mm) - 1.3 meter above ground, 0.5 meters below ground installed in two rows set in a zig zag formation 2.5 meters apart and offset per the attached diagram. The posts on each row (side) should be installed five (5) meters apart	1



2.0 Instructions to Offerors

Offer Deadline: Offers must be received no later than 4:00 PM on 11th February 2020 to:

Creative Procurement Department
bids@neri-nigeria.com

Offers received after this date or time will be considered late and will not be considered.

Required Documents

Complete quotes will consist of the following:

- A. Offeror's Commodity Summary Sheet (included as Attachment A)
- B. Completed Statement on Source & Origin (included as Attachment B)
- C. Professional Reference Sheet (included as Attachment D)
- D. Any other documents or submissions required by the solicitation.

1. Source: All goods and services supplied under this order must meet USAID Geographic Code 935 (special free world) in accordance with the US Code of Federal Regulations (CFR), 22 CFR 228. This means that items may be from any country with the exception of the seven countries outlined below. The cooperating country for this RFQ is Nigeria.
2. Under no circumstances may items or items with components from the following countries be purchased: Iran, Cuba, Iraq, Laos, Libya, North Korea, or Syria.
3. Offerors are also required to indicate the source of all products in Columns B and C. Per 22 CFR 228, the following definitions apply:
 - a. **Source:** "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.
 - b. **Brand Names:** Specific brands and/or models indicated—while often preferred—are for description only. An equivalent substitute, as determined by the specifications, will be acceptable.
4. **Warranty Requirements:** Offerors are expected to provide warranty information for all items.
 - a. Warranty (if offered) on any equipment must be valid in Nigeria. Offers not honoring warranties in Nigeria will be rejected.
 - b. Offerors shall confirm that all supplied equipment is new, unused, of the most recent models and incorporates all recent improvements in design and materials.
 - c. Furthermore, the successful Offeror shall be responsible for repairing any defect in, or damage to, any part of the supplies which appear during the warranty period and which:
 - i. result from the use of defective materials, faulty workmanship or design of the Vendor; or
 - ii. result from any act of omission of the Vendor during the warranty period; or
 - iii. appear in the course of an inspection made by, or on behalf of the Buyer.
5. **Delivery:** Delivery and assembly will be arranged by the vendor. All delivery costs will be included within the price offer. All items must be delivered and assembled no later than 4 weeks after the agreement is signed.
6. **Quotations:** Prices must include delivery and installation of any items to Maiduguri, Borno State. Offers must show unit prices, extensions, and total price. Quotations must be a fixed price, expressed in United States Dollars.

Offerors shall fill in the unit price for each item in the **Offerors' Summary Sheet (see Attachment A)**. For each item, the quantity given in the "Quantity" column shall be multiplied by the unit price and the result entered in the "Total Amount" column. In case of any discrepancy between a unit price and an amount, the unit price will be taken as correct and the amount adjusted accordingly. For any item for which a unit price or amount is not shown, it will be assumed that the Offeror is not including that item in their proposal.

Offers must remain valid for **not less than sixty (60) calendar days** after the offer deadline.



7. **Negotiations:** Best-offer quotations are requested. Award will be made to a responsible supplier submitting the best value quotation. Creative reserves the right to conduct negotiations and/or request clarifications prior to awarding a contract.
8. **Evaluation and Award:** The award will be made to a responsible Offeror whose offer follows the RFQ instructions and meets the source/nationality requirements.
The proposal will be evaluated based on its responsiveness to the technical requirements listed in **Section 3.0 Technical Specification and Attachment C, Minimum Technical Requirements.**
9. **Type of Contract:** Creative intends to award a Firm Fixed Price Purchase Order (PO) for this activity. Creative may award the procurement in full or in part to one Offeror, multiple Offerors, or no Offerors.
10. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Creative or USAID to award a purchase order, nor does it commit Creative or USAID to pay for costs incurred in the preparation and submission of a proposal. Creative may award the procurement in full or in part to one Offeror, multiple Offerors, or no Offerors. This solicitation is subject to Creative standard terms and conditions. Any resultant award or purchase order will be governed by these terms and conditions.



Attachment A: Offeror's Summary Sheet

Business Name of Offeror: _____

Business Address: _____

Offeror's Representative Name: _____

Representative Contact Info: _____

Business License Number: _____

Date of Quote: _____

Item	Qty	Unit Price	Total Price
Rolls of concertina razor wire.	30,545		
Galvanized heavy metal angle iron fence posts	4,073		
Full Coil of Binding Wire	204		
Materials for concrete casting of 1,111 fence post of 4000m length with a mix ration of 1:2:4, materials should include: Sharp Sand, Bama Gravel, Cement (Portal/Ashaka /Dangote) and Water)	1		
Labour (which include installation of concertina wire of 11,200m length, concrete casting fence post of 4000m to reinforce the concertina wires around the sandy areas. All work would be carried out according to specifications provided.	1		

Cost of All Items: _____

TOTAL COST (NGN): _____

The total cost shall be the final price for all items, and inclusive of shipping, taxes, duties and any other charges. Under no circumstances shall any additional charges be added.

1. Technical Description of Product (include a detailed description of your organization's products which addresses the requirements outlined above and in Attachment C: Minimum Technical Requirements)

2. Description of Warranty (include name, address, and telephone number of the authorized in country service maintenance provider)

3. Delivery time (Offerors are expected to propose an implementation schedule for supply and delivery.)

_____ days

Signature:

Name:

Title:

Date:



Attachment B: Statement on Source & Origin

STATEMENT ON RULES ON SOURCE AND NATIONALITY FOR COMMODITIES AND SERVICES FINANCED BY USAID

[CITE: 22CFR228.11], [CITE: 22CFR228.14]

Hereby the Offeror certifies that:

He/she has thoroughly studied the Section 2.2 of this RFQ containing “Rules on Source, and Nationality for Commodities and Services financed by USAID” [CITE: 22CFR228.11], [CITE: 22CFR228.14] and his/her company as well as all the components and commodities being offered in his/her Offer to this RFQ meet all required source and nationality eligibility criteria as specified under Section 2.2 of this RFQ.

Name

Title

Signature

Date

Attachment C: Minimum Technical Requirements

Item	Minimum Specification
Rolls of concertina razor wire.	<p>Supply of triple strand concertina security fence using galvanized concertina razor wire in a spiral form which when installed has an outside diameter of 90cm. Thickness of the blade minimum of 0,50mm, blade spacing minimum 12cm, main core wire thicknesses a minimum of 2.5mm. The concertina razor wire in a spiral form will have a minimum of 53 spirals / loops per 15 meters (maximum space between spiral opening 20cm) when installed, each strand will have an outside diameter of 90cm. Two spiral strands will be installed sided by side with a third spiral strand placed on top of the two in the form of a pyramid. Therefore, each 1 meter of fencing will have 3 meters of 90cm diameter concertina wire.</p> <p>Total required= 30,545 meters x 90cm (spiral/loops) @ 53 loops per 15-meter length per strand.</p>
Galvanized heavy metal angle iron fence posts	Galvanized heavy metal angle iron fence posts 1.8 meters length, x 50mm x 50mm x 5mm, with pointed at one end pre-drilled and notched at regular intervals along its edge for wire fixings. Each post weight approximately 8 Kgs.
Full Coil of Binding Wire (tying wire)	<p>Galvanized fencing Tying wire with a minimum thickness of 2.0mm. Tying wire will be used to join each sections of concertina wire at each end, at a minimum of 3 points, also to attach the concertina wire to each of the fence posts, also to attach the spiral to the spiral situated beside and above it at every 1 meter intervals.</p> <p>Tying wire will be used to join each sections of concertina wire at each end, at a minimum of 3 points, also to attach the concertina wire to each of the fence posts, also to attach the spiral to the spiral situated beside and above it at every 1 meter intervals.</p>
Materials for concrete casting of 1,111 fence post of 4000m length with a mix ration of 1:2:4, materials should include: Sharp Sand, Bama Gravel, Cement (Portal/Ashaka/Dangote) and Water)	NERI expects that for a fencing section of approximately 4,000 meters, the posts will be located in a very sandy soil, requiring the posts to be casted in concrete. The concrete casing shall be 500mm vertically deep and 230mm x 230mm width/length. For the remaining section of the fence, the posts will be pounded into the soil (using a 10lb hammer for example) to a minimum depth of 500mm, which has 1.3 meters above the ground to tie to the spirals.
Labour (which include installation of concertina wire of 11,200m length, concrete casting fence post of 4000m to reinforce the concertina wires around the sandy areas. All work would be carried out according to specifications provided.	<p>Construction of triple strand concertina security fence using galvanized concertina razor wire. Each strand of concertina wire should be 90 cm in diameter containing a minimum of 53 loops/spirals per 15m length per strand when installed. The total height of the fence should be approximately 1.70 meters when the third strand is placed upon the two base strands.</p> <p>The Fence is reinforced by 1.8-meter galvanized metal posts. These posts will be hammered / pounded into the ground to a minimum depth of 0.5 meters (500mm) - 1.3 meter above ground, 0.5 meters below ground installed in two rows set in a zig zag formation 2.5 meters apart and offset per the attached diagram. The posts on each row (side) should be installed five (5) meters apart</p>



Attachment D: Offeror's Professional Reference Sheet

1. Name of Offeror:

Address:

Telephone/Fax:

2. List of Minimum of Three (3) Past References:

	Name	Title	Organization	Telephone or E-mail Address	Nature of Reference
1					
2					
3					
4					
5					

Authorized Signature: _____

Printed or Typed Name: _____

Title: _____

Date: _____



Attachment E: Contract Terms and Provisions

A. General Provisions

- 1) **AGREEMENT AND CONDITIONS** - This order and documents specifically incorporated herein by reference contain all the agreements and conditions made between Buyer and Seller and supersede and replace all other agreements between Buyer and Seller. It may be modified in writing only, signed by the parties hereto.
- 2) **COMPLETE AGREEMENT** - This order, which includes any supplemental sheets, schedules, exhibits, and riders annexed by Buyer hereto, contains the complete and entire agreement between the parties and supersedes any previous communications, representations, or agreements, whether verbal or written, with respect to the subject matter hereof.
- 3) **ACCEPTANCE** - Unless otherwise provided herein, Seller's acknowledgment of this order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this order and all of its terms and conditions. No term or condition stated by Seller in acknowledging or otherwise accepting this order shall be binding upon Buyer unless specifically accepted in writing by Buyer. Any objection by Seller will be ineffective unless Buyer is advised in writing thereof within 10 days of the order.
- 4) **SUBCONTRACTS** - Seller agrees not to subcontract for complete or substantially complete parts or work called for by the order without first obtaining the approval of Buyer.
- 5) **ASSIGNMENT** - Seller will not assign this order or any rights thereunder or any monies due or to become due thereunder without the prior written consent of Buyer, and no purported assignments by Seller shall be binding on Buyer without its written consent thereto.
- 6) **INDEMNIFICATION** - It is expressly understood that the Seller shall hold the Buyer harmless and indemnify it in respect to any loss or claim that may arise by virtue of, on the Seller's part, any professional misconduct, breach of trust, illegal acts or acts contrary to the applicable Government statutes. The Seller, the Buyer, and the U.S. Government, if applicable, shall be mutually relieved from any liability as a result of the onset of a force majeure condition.
- 7) **GOVERNING LAW AND LANGUAGE** - This Purchase Order or Contract is governed by the laws of Nigeria. All notices pursuant to the provisions of this Purchase Order or Contract shall be in English.
- 8) **INDEPENDENT CONTRACTOR STATUS** - This Agreement is made with Seller as an independent contractor and not as an employee of Creative (hereinafter referred to as Buyer). Buyer hereby retains Seller and Seller agrees to perform professional services for Buyer.
- 9) **PROPRIETARY** - Seller agrees that all information disclosed, obtained, or discovered by Seller or its representatives from, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, verbal explanations, schedules and the like, as a result of this order, are received in confidence and are the proprietary property of Buyer, and that such information shall not be reproduced or used by Seller or transmitted or disclosed to any person or organization by Seller, without the prior written consent of Buyer, provided, however, that upon prior written notice to Buyer, Seller shall have the right to use such information in the manufacture of end items for direct sale to the Government to the extent the Government has the right to authorize such use by Seller, and further provided that Seller identifies to Buyer the information to be used, and to the extent practicable prominently identifies each such end item as being manufactured by the Seller for direct sale to the U.S. Government.
- 10) **WAIVER** - The failure of Buyer in any one or more instances to insist upon performance of any of the terms or conditions or this order, or to exercise any right or privilege in this order contained, or the waiver of any breach of the terms or conditions of this order shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
- 11) **RISK OF LOSS** - Seller will bear all risk of loss on supplies called for by this order until final acceptance by Buyer, or its customer at destination, except for loss occasioned by gross negligence of



Buyer or its customer. Seller also assumes all risk of personal injury, and all risk of damage to or loss of personal property furnished by it.

- 12) **LIABILITY FOR INJURY** - Seller agrees to be responsible for, and to indemnify and save harmless, Buyer and its employees and customers from any and all injury, death, damage, and loss to persons or property arising from or incident to the work to be performed by Seller pursuant to the order, whether performed on the premises of Seller or Buyer or elsewhere. Seller agrees to carry and maintain insurance coverages satisfactory to Buyer to cover the above and upon Buyer's request, to furnish to Buyer certificates or other appropriate evidence of such insurance.
- 13) **NOTICE OF LABOR DISPUTES** - Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Buyer. Such notice shall include all relevant information with respect to such dispute.
- 14) **PRICE AND DELIVERY** - Seller shall furnish the supplies and services called for by this order in accordance with the price(s) and delivery schedule stated herein.
- 15) **INSPECTION** - All supplies and services will be subject to inspection and test by Buyer, its customers, higher tier contractors, and the U.S. Government, at all times and places, as such parties may require. Seller shall provide without additional charge all reasonable facilities and assistance for the safety and convenience of the foregoing parties in performance of such inspections and tests. In case any supplies or services are defective in material workmanship or otherwise not in conformity with the requirements of this order, Buyer will, in addition to any other rights, have the right to: (i) reject same and rescind the order as to the rejected supplies or services; (ii) reject same and require the correction thereof by the Seller; or (iii) accept same and deduct from the amount due Seller the cost of remedying such defect. If Buyer elects the foregoing (ii), Seller will promptly replace same with supplies or services acceptable to Buyer in accordance with Buyer's instructions at no expense to Buyer. If Seller fails to replace or correct promptly such supplies or services in accordance with Buyer's instructions, Buyer may (i) by contract or otherwise replace or correct such supplies or services and charge Seller the cost occasioned Buyer thereby, or (ii) terminate this purchase order for default in accordance with the clause hereof entitled "Termination". Notification of prior rejection will be submitted with replacement of such rejected supplies and Services. Final inspection and acceptance will be made by Buyer or its customers at destination unless otherwise specified in this order. Seller will provide and maintain an inspection system acceptable to Buyer. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of this order and for such longer period as Buyer determines. No inspection (including source inspection, tests, approval including design approval), or acceptance by any of the foregoing parties shall relieve Seller from responsibility for all defects or other failure to meet the requirements of this order or from any warranties. Rights hereunder are cumulative and in addition to any other rights or remedies provided in this order or in law of equity.
- 16) **WARRANTY** - Unless otherwise agreed to in writing by the parties, Seller warrants that articles ordered to specifications will conform thereto and to any drawing, samples, or other description furnished or adopted by Buyer, or if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable, of good material and workmanship, and free from defect. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the articles, and shall run to Buyer, its successors, assigns, and customers. Except for latent defects, fraud, or such gross mistakes of Seller as to amount to fraud, notice of any defect or nonconformity must be given by the Buyer to the Seller within one (1) year after delivery, or one (1) year after receipt of satisfactory qualification test reports, if required hereunder, whichever is later. Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming article or part thereof. Return to Seller of any defective or nonconforming article and delivery to Buyer of any corrected or replaced articles will be at Seller's expense. Defective or nonconforming articles will not be corrected or replaced unless specified on Buyer's written order. Articles required to be corrected or replaced will be subject to the provision of this clause and the clause hereof entitled "Inspection" in the same



manner and to the same extent as articles originally delivered under this order, but only as to the corrected or replaced part or parts thereof.

- 17) PRICE WARRANTY - Seller warrants that the prices of the items set forth herein do not exceed those charged by Seller to any other customers purchasing the same items in like or smaller quantities.
- 18) PACKING AND SHIPPING - Unless otherwise provided herein, no charge will be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, storage, or other packing requirements. All supplies will be packed, packaged, marked, and otherwise prepared for shipment in accordance with sound commercial practice to meet requirements for obtaining lowest transportation rates, or as otherwise specified herein. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, order number(s), account number, date of shipments, and names and addresses of consignor and consignee. An itemized packaging sheet must accompany each shipment unless otherwise specified.
- 19) DUAL EMPLOYMENT - If Seller is performing work under this Purchase Order while on annual leave or compensatory time from an agency or organization supported with federal funds, Seller, concurrently with the filing of its invoice for payment, certifies to the following statement:
"The work or portion hereof for which payment is requested was performed while on authorized annual or compensatory leave from an agency or organization supported with federal funds and was performed with knowledge of that agency or organization."
Seller further agrees that it shall not be entitled to and shall not claim compensation for services performed under this Purchase Order for those hours of the day for which Seller has received compensation from another source for the same hours of the same day. For purposes of this Section K, Representations and Certifications, included in US Government solicitations, payments by agencies or organizations funded by grants from or contracts with the United States shall constitute compensation from federal funds. It is further agreed that any claim for compensation submitted in violation of this clause shall be, if paid, recovered by Buyer.
- 20) PROFESSIONAL STANDARDS - Buyer agrees and represents that:
 - a. Entering into this Purchase Order and performing the duties and services foreseen hereunder will not create a conflict of interest for Seller or Buyer;
 - b. All applicable laws and regulations governing the conduct of government contractors will be observed and complied with; and
 - c. Seller recognizes it may be necessary for Buyer to disclose to appropriate authorities the fact of Seller's retention, the duties performed by Seller and the compensation paid to Seller. Seller hereby consents to the disclosure of this and related information should Buyer believe it is in its best interest to do so.
- 21) PROHIBITED ACTIVITIES - Seller agrees it shall not provide any of the following services under this Purchase Order, and that Buyer shall not pay for such services:
 - a. services to improperly obtain, distribute or use information or data protected by law or regulation;
 - b. services that are intended to improperly influence the contents of solicitations, the evaluation of proposals or quotations, or the selection of sources for contract award by either the Government, a prime contractor or a subcontractor;
 - c. any activity which results in violation of any statute or regulation prohibiting improper business practices or conflicts of interest; and
 - d. services that are inconsistent with the purpose and scope of those contracted for under this Purchase Order.
- 22) CHANGES - Buyer may at any time, by written modification, suspend performance in whole or in part; make changes in drawings, designs, specifications, methods of shipment or packing, or time or places of delivery; require additional supplies or services, or direct the omission of supplies or services. If any such change causes an increase or decrease in the cost of or the time required for the performance of this order, an equitable adjustment will be made in the contract price, or delivery date, or schedule, or both, and this order shall be modified in writing accordingly. Any claim for adjustment under this



paragraph will conclusively be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by Seller of the change order. The amount of the claim will be stated when it is submitted. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, Buyer will have the right to prescribe the manner of disposition of such property. Any change order issued hereunder will not be binding on Buyer unless issued by an authorized purchasing agent of Buyer. Nothing in this paragraph will excuse Seller from proceeding with the purchase order as changed. Buyer's engineering and technical personnel may, from time to time, render assistance or give technical advice, or effect an exchange of information with Seller's personnel in a liaison effort concerning the supplies or services to be furnished hereunder. Such exchange of information or advice shall not vest Seller with authority to change the supplies or services hereunder or the provision of this order.

B. Clauses incorporated (as applicable) by reference

When work performed or supplies delivered under this Purchase Order or Contract ("Agreement") is pursuant to a contract or grant from the U.S. Government or other funding sources, all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract or grant and to enable the funding source (e.g., USG Agency) to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Buyer and "Contractor" to mean the Seller.

Federal Acquisition Regulations (48 CFR 1) Clauses: The following FAR Clauses are applicable to all USG funded awards. Full text of FAR Clauses can be accessed at: <https://www.acquisition.gov/Far/>

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JULY 2013
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JULY 2013
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
52.215-14	52.215-14 INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.216-8	FIXED-FEE	JUN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING	JULY 2012
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003



52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA---GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JULY 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COSTS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I	FEB 2002 JULY 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	JULY 2013
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	ROTEST AFTER AWARD ALTERNATE I	JUN 1985 AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II	APR 1984 AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JULY 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS GOVERNMENT (SERVICES) (SHORT FORM)	FEB 2006
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989



752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

Restriction on Certain Foreign Purchases (June 2008)

Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(a) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Person at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(b) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

1.3 4-14.001

Information for Non-US contractors, subcontractors, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in appendix B, for:

- (i) Itself, if it is a non-U.S. entity;
- (ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
- (iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity: means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

- (i) Once a year; or
- (ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

(End of Provision)