



REQUEST FOR PROPOSALS

Amended 5/16/2024

Solicitation Number:	RFP-SEI-2024-001
Solicitation Title:	Procurement and Piloting of Ballot Scanners for Direct Results Transmission in Bosnia and Herzegovina
Project:	USAID Support to Electoral Integrity in Bosnia and Herzegovina
Issued By:	Democracy International, Inc.
Contract Type:	Firm Fixed Price Contract
Open Date:	May 2, 2024
Questions Due:	May 9 May 13, 2024 at 11:00 PM Sarajevo time (UTC+2)
Answers to Questions:	May 16, 2024
Submission Deadline:	May 29, 2024 at 11:00 PM Sarajevo time (UTC+2)
Ceiling Price:	USD \$425,000
Point of Contact	SEIprocurement-1@democracyinternational.com
NAICS Code:	541512

PART 1: Purpose and Background

1.1. Purpose

The purpose of this Request for Proposal (“RFP”) is to invite bidders to submit a written proposal to Democracy International (“DI”), which is acting on behalf of the U.S. Agency for International Development (USAID) to implement the Support to Electoral Integrity Activity (SEI) under contract number 72016823C00001, for the provision of electronic election technology and related services, based on the use of optical ballot scanners with direct results transmission (and ancillary equipment and capabilities) for use by the Central Election Commission (“CEC”) in Bosnia and Herzegovina (BiH) for a pilot in October 2024 municipal elections.

1.2. Type of Award Anticipated

DI anticipates awarding one firm, fixed-price subcontract for a commercial product to the Bidder that submits a timely and compliant Proposal that provides the best value to the SEI Program. This subcontract type is subject to change during the course of negotiations. A firm, fixed-price subcontract is an award for the provision of specific services, goods, or deliverables and with a total, all-inclusive, fixed price that is not adjusted if the bidder’s actual costs are higher or lower than the fixed price amount. Bidders are expected to include all costs, direct and indirect, into their total proposed price. The subcontract will contain customary and required terms and conditions, a draft of which is attached hereto as Attachment D.

PART 2: General Instructions to Bidders

2.1 General Instructions

Bidder, offeror, subcontractor, and/or vendor (each is a “Bidder;” collectively, the “Bidders;” and, in certain contexts herein, a Bidder shall be referred to as a “bidder”) means a firm proposing the work under this RFP. “Offer” and/or “Proposal” means the package of documents the firm submits to

propose the work. The RFP and accompanying documents (collectively, the “Solicitation”) provides Bidders with the relevant operational and performance requirements on which to base a Proposal.

Bidders wishing to respond to this RFP must submit proposals in English in accordance with the instructions contained in this RFP. Bidders are required to review all instructions and specifications contained in this RFP. Failure to do so will be at the Bidder’s risk. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DI to award a subcontract or purchase order. Bidders will not be reimbursed for any costs associated with the preparation or submission of their proposal. DI shall in no case be responsible or liable for these costs.

Proposals are due no later than **May 29, 2024 at 11:00 PM Sarajevo time (UTC+2)**, to be submitted to the SEIprocurement-1@democracyinternational.com, and must include the RFP number (“RFP-SEI-2024-001”), Bidder’s name, and volume label (see Section 2.2 below) in the subject line of each email. Late offers will be rejected except under extraordinary circumstances at DI’s discretion.

The submission to DI of a Proposal in response to this RFP will constitute an offer and indicates the Bidder’s agreement to the terms and conditions in this RFP and any attachments thereto. DI reserves the right not to evaluate a non-responsive or incomplete proposal.

2.2 Required Proposal Components

To be considered valid Proposals must contain the following components:

1. A Cover Letter on the Offeror’s company letterhead with a duly authorized signature that includes the name, address, and contact information of the Bidder and the Bidder’s primary point of contact for this Proposal. The cover letter shall also include the following items: (a) a validity period of at least 90 days for the prices provided and (b) acknowledgement of any Solicitation amendments received.
2. Technical Proposal that describes how the Bidder’s proposed solution will comply with the Technical Requirements set forth in Part 3 of this RFP. Technical Proposals shall be in a separate e-mail from cost/price proposals and shall be clearly labeled as **“VOLUME I: TECHNICAL PROPOSAL”** in the email subject line.
3. Price Proposal with attached Excel template in the form attached as **Attachment C. Business Proposals shall be in a separate email from technical proposals and shall be clearly labeled as “VOLUME II: BUSINESS PROPOSAL”.**

2.3 Questions Regarding the RFP

Questions regarding the technical, business, or administrative requirements of this RFP may be submitted no later than **May 9, 2024, at 11:00 PM Sarajevo time (UTC+2)** by sending an email to SEIprocurement-1@democracyinternational.com. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that DI believes may be of interest to other Bidders will be circulated to all RFP recipients. DI will not provide technical or other guidance on preparation of any Bidder’s Proposal regarding exact information to provide, pricing, or any other technical requirement.

Only written answers issued by DI will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of DI or any other entity should not be considered as an official response to any questions regarding this RFP.

2.4 Eligibility Criteria

The Bidder shall be a private, legal, independent business entity, whose shares (in whole or in part) shall not be owned (directly or indirectly) by the central/federal, regional or local government of any country.

PART 3: Instructions for Preparation of Technical Proposals

Bidders' Technical Proposals must not exceed **20 (twenty)** ~~15 (fifteen)~~ pages, excluding attachments, and be submitted in .pdf format. The Bidder must provide a proposal that fully describes its proposed complete solution to the requirements listed in Attachment A to this RFP. The technical proposal must include the following information:

- 1. Technical Approach** – Bidders should include the following in their technical approach:
 - a. An overview of the Bidder's proposed solution,
 - b. A detailed breakdown of each aspect or element of the proposed solution, and a description of how its solution meets each of the requirements listed in Attachment A to this RFP;
 - c. A detailed implementation plan and timeline for managing and delivering on the requirements listed in in Attachment A to this RFP, including deployment and testing of the devices, and time needed to obtain any licenses, clearances, and/or approvals required under local legal requirements to produce or deliver the products and/or services described in Attachment A to this RFP;
 - d. Descriptions and supporting information related to any functionality, capabilities, or features that are not required by Attachment A to this RFP but that the Bidder believes provide additional value for money to DI and/or the CEC;
 - e. Description of which elements of the requirements described in Attachment A to this RFP Bidder proposes to subcontract to other firms, noting the specific requirement that subcontracting is only allowable for commercial services for local transportation, warehousing, and special ballot printing.
 - f. Optional - Bidder may incorporate or attach any existing brochures, documentation, videos, or other marketing information it would like to demonstrate the solution's uses, capabilities, specifications, warranties, etc.
- 2. Institutional Capacity and Experience** – Bidders must provide a thorough description of their institutional capacity to deliver on the requirements detailed in Attachment A to this RFP and examples of Bidder's relevant past experience, including:
 - a. Description of Bidder's institutional processes and capabilities for secure software development, particularly with the use of Optical Mark Recognition (OMR) technology;
 - b. Description of Bidder's institutional processes and capabilities for hardware development and production, including quality assurance and quality control

processes throughout Bidder's supply chain, particularly with the use of OMR technology;

- c. Number, qualifications, and availability of personnel Bidder deems necessary to deliver on the requirements detailed in Attachment A to this RFP, including specifically delivering the required technical expertise for technical support and training;
- d. Evidence of successful implementation by Bidder of the following technology solutions and services during the past five years:
 - i. Development, transfer, deployment, maintenance, and technical support similar to requested information systems (~~automated information systems that have functional and technical characteristics similar to ICT POLIDATA 2.0~~);
 - ii. Implemented at least 2 (two) similar technological election projects, which included at least 1 million voters in national, regional, or municipal elections, using special technologies created for the purposes of ballot scanning and direct results transmission outside of the United States.
- e. For purposes of making a best value determination, DI reserves the right to consider, as part of the assessment of a Bidders' institutional capacity, the information provided by the Bidder in the DI Due Diligence Form, attached hereto as Attachment G.

- 3. Key Personnel** – Brief description of the experience and expertise of up to three technical experts Bidder is proposing as Key Personnel on this award, with up-to-date CVs for each key personnel/technical expert as an attachment.
- 4. Past Performance References** – Contact information, including email address and phone number, for three references who can speak to the Bidder's past experience and knowledge on implementing election technology solutions.

PART 4: Instructions for Preparation of Business Proposals

A Bidder's Business Proposal has no page limit, must be submitted in .pdf format, and must be submitted in a separate email from Technical Proposals.

Provided in Attachment C is a template for the Price Schedule Template for the expected firm, fixed-price subcontract, including the unit prices to be provided and the Bidder's proposed overall price. Bidders shall complete the template including as much detailed information as possible. Bidders must also submit a narrative providing any additional information (discounts, quantity limitations, commercial warranty information, etc.) for DI to consider while evaluating Bidders' prices and demonstrating Bidder's responsibility by addressing the items listed in Section 5.2 below.

The services to be provided by the Bidder and the technical works to be performed shall be carried out using their own human and material resources, at their own expense. It is important to note that Value Added Tax (VAT) shall be included on a separate line, as these services are eligible for VAT exemption in BiH under the DI prime contract. The Bidder is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

Bidders must also include the following as attachments to their Business Proposal:

- DI Vendor Information Form – please use the template found in Attachment E;
- Required Representations and Certifications – please use template found in Attachment F; and
- DI Due Diligence Form – please use template found in Attachment G.

PART 5: Basis of Award

5.1 Best Value Determination

DI will award the contract for this solicitation to the Bidder that it considers best able to provide the services requested at the best value. Best value is defined as the expected outcome of the acquisition that, in DI's estimation, provides the greatest overall benefit in response to the requirements. To assist DI determine the best value, DI will follow the evaluation criteria set forth in Section 5.3 of this RFP. DI reserves the right to accept or reject any Proposal or rescind, suspend, or pause this solicitation process at any time prior to the award of contract, without incurring any liability to the affected Bidder(s) nor is DI obliged to inform the affected Bidder(s) of the grounds for rejection.

DI reserves the right to conduct negotiations or request clarifications prior to award. Highest-rated offerors, as determined by DI, may be allowed an opportunity to submit their best prices and/or Technical Proposals in response to a Best and Final Offer (BAFO) request. However, it is anticipated that the contract award will be made by DI solely on the basis of the original offer.

5.2 Responsibility Determination

DI will not enter into any type of agreement with a Bidder prior to ensuring the Bidder's responsibility. When assessing a Bidder's responsibility, the following factors are taken into consideration:

1. Evidence of a Unique Entity ID and active SAM.GOV registration.
2. The source and nationality of the products or services are not from a Prohibited Country (as described in section 7.3, below).
3. Having adequate financial resources to finance and perform the work or deliver goods or the ability to obtain financial resources without receiving advance funds from DI.
4. Ability to comply with required or proposed delivery or performance schedules.
5. Have a satisfactory past performance record.
6. Have a satisfactory record of integrity and business ethics.
7. Have the necessary organization, experience, accounting, operational controls, and technical skills.
8. Have the necessary production, construction and/or technical equipment and facilities, if applicable.
9. Be qualified and eligible to perform work under applicable laws and regulations.

5.3 Evaluation Criteria

DI will evaluate and score each Proposal against the evaluation criteria stated below. Price Proposals are not assigned points; for overall evaluation purposes of this RFP, technical evaluation factors other than price are considered, when combined, to be more important than price factors.

1. TECHNICAL APPROACH: 40 points

Bidders will be evaluated on their proposed Technical Approach (including the elements of their proposed solution, implementation plan and timeline, and any other technical information supplied by Bidder related to their proposed solution) and the extent to which Bidders' proposed solutions meet and/or exceed the requirements laid out in Attachment A to this RFP.

2. INSTITUTIONAL CAPACITY AND EXPERIENCE: 30 points

Bidders will be evaluated on the Institutional Capacity and Experience described in their Technical Proposals and by their responses to the DI Due Diligence form, to assess the extent to which Bidders' institutional capacity and experience demonstrates their ability to deliver on the requirements laid out in Attachment A to this RFP while minimizing performance risk.

3. KEY PERSONNEL: 15 points

Bidders will be evaluated on whether the experience and expertise of technical experts proposed as Key Personnel identified and described in their Technical Proposals demonstrates their ability to deliver on the requirements laid out in Attachment A to this RFP while minimizing performance risk.

4. PAST PERFORMANCE: 15 points

Bidders will be evaluated on their track record of project performance based on feedback provided by their past performance references.

5. PRICE: Not Scored

The total price must be reasonable, not exceed the ceiling, include all required elements including auxiliary and commercial services, and show efficient use of resources.

PART 6: Inspection and Acceptance

DI will inspect, from time to time, the goods and/or services being performed under a subcontract resulting from this RFP, to determine whether they are being performed and/or delivered in a satisfactory manner. By submitting a Proposal in response to this RFP, the Bidder acknowledges that it shall be responsible for any countermeasures or corrective action, within the scope of this RFP and the terms of any contract resulting from it, which may be required by the DI Chief of Party and/or a Designee/other DI Authorized Representative as a result of such inspection.

PART 7: Compliance with Terms and Conditions

7.1 General Terms and Conditions

Bidders agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment F.

7.2 Prohibited Technology

Bidders agree to **NOT PROVIDE** any goods and/or services that utilize telecommunications and/or video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25.

7.3 Source and Nationality

Under the authorized geographic code for its contract DI may only procure goods and services from the following countries: U.S., Bosnia and Herzegovina, and developing countries other than advanced developing countries and excluding prohibited sources. For more information on Source and Nationality Requirements, see USAID ADS 310 (<https://www.usaid.gov/about-us/agency-policy/series-300/310>). To facilitate full and open competition, DI is seeking a waiver to these requirements from USAID and therefore, while Bidders outside of the authorized geographic code can submit a proposal for this RFP, they do so at their own risk in the event that the waiver is not approved.

DI must verify the source and nationality of goods and services and ensure (to the fullest extent possible) that DI does not procure any goods or services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. OFAC sanctioned countries may be searched within the System for Award Management (SAM) at www.SAM.gov. The current list of countries under comprehensive sanctions include Cuba, Iran, North Korea, Sudan, and Syria. Goods may not transit through or be assembled in comprehensive sanctioned origin or nationality countries, nor can the bidder be owned or controlled by a prohibited country. DI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DI.

By submitting a Proposal in response to this RFP, Bidders confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

7.4 Business Ethics and Conduct and Reporting Responsibilities

DI is committed to the highest degree of integrity, honesty, and ethical behavior in all of our dealings, including with clients, funders, partners, staff, consultants, election observers, competitors, foreign governments, and other stakeholders. We conduct business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. DI has adopted a Code of Ethics and Conduct that establishes standards of behavior that apply to all DI employees, consultants, bidders, partners, and other stakeholders, which

is included as Attachment B to this RFP. Further, and consistent with its Code of Ethics and Conduct, **DI does not tolerate any acts of corruption, including but not limited to the following:**

- Any requests for a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by a DI employee, Government official, or their representatives, to influence an award or approval decision.
- Any offer of a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by a Bidder or proposed subcontractor(s) to influence an award or approval decision.
- Any fraud, such as misstating or withholding information to benefit the offeror or subcontractor.
- Any collusion or conflicts of interest in which a DI employee, consultant, or representative has a business or personal relationship with a principal or owner of the offeror or subcontractor that may appear to unfairly favor the offeror or subcontractor. Subcontractors must also avoid collusion or conflicts of interest in their procurements from vendors. Any such relationship must be disclosed immediately to DI management for review and appropriate action, including possible exclusion from award.

These acts of corruption are not tolerated and may result in serious consequences, including exclusion from consideration for an award, termination of an award, and possible suspension and debarment by the U.S. Government, excluding the offeror or subcontractor from participating in future U.S. Government business.

Any attempted or actual corruption should be reported immediately by either the offeror, subcontractor, or DI staff to: <http://whistleblower.democracyinternational.com> or via email at whistleblower@democracyinternational.com.

Democracy International will provide protection from retaliation for any whistleblower. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. No supervisor, director, officer, or any other employee with authority to make or materially influence significant personnel/procurement decisions shall take or recommend an adverse action against an employee/bidder in knowing retaliation for disclosing alleged wrongful conduct. Any whistleblower who believes she/he is being retaliated against must contact the Principal, Director of Administration, or his/her supervisor. Any employee found to have so violated this Policy shall be disciplined, up to and including termination.

By submitting a Proposal in response to this RFP, the Bidder confirms adherence to the standards of behavior found in DI's Code of Ethics and Conduct and further detailed above and certifies that no attempts have been or shall be made to influence DI or Government staff through bribes, gratuities, facilitation payments, kickbacks, or fraud. The Bidder also acknowledges that violation of this policy may result in termination, repayment of funds disallowed by the corrupt actions and possible suspension and debarment by the U.S. Government.

7.5 Conflict(s) of Interest

By submitting a Proposal in response to this RFP, the Bidder warrants that no DI employee or contractor has received or will receive any direct or indirect benefit arising from this solicitation or its subsequent award. All parties agree that the breach of this provision will result in the termination of the contract that may be awarded as a result of this solicitation.

PART 8: ATTACHMENTS

The following are attached to and hereby incorporated into this RFP:

8.1 ATTACHMENT A: Requirements, Technical Specifications, and Scope of Work

8.1.1 Background

DI is implementing USAID's *Support to Electoral Integrity in Bosnia and Herzegovina* Program ("SEI") to improve the integrity and increase citizen trust in political processes in BiH. As part of SEI and ahead of the October 2024 municipal elections, DI is supporting the BiH Central Election Commission ("CEC") and the Municipal Election Commissions ("MECs") to pilot appropriate technology solutions to strengthen confidence in the BiH electoral process and mitigate manipulation of results. DI is seeking a firm to support an election technology pilot to use optical ballot scanners to record and transmit the results directly from the polling stations to the MECs and/or CEC results center. The pilot will be implemented in select cities and municipalities in BiH, in approximately 145 polling stations. The anticipated period of performance for this contract is June 15 – December 15, 2024, which covers BiH's municipal election period in October 2024.

Taking into consideration the 03/26/2024 Decision Enacting the Law on Amendments to the Election Law of Bosnia and Herzegovina which provides for the introduction of new voting technologies in BiH, the following technology and services are described in detail below.

8.1.2 Overview of Requirements

DI requires a vendor to supply and deliver a complete election technology solution to the Central Election Commission of Bosnia and Herzegovina for the scanning of ballots and direct transmission of results in selected cities and municipalities during the upcoming 2024 municipal elections. To be considered a complete election technology solution, the vendor must propose to (1) supply to the CEC optical scanners with direct results transmission, along with all the necessary supplies and equipment (e.g., ballot boxes, paper ballots, and software codes), (2) pilot their implementation in BiH; and (3) train the CEC on the use of such scanners and other supplies and equipment. A successful Proposal must satisfy the requirements set forth below.

8.1.3 Detailed Requirements and Scope of Work

1. Ballot Scanner and Vote Counting Devices. The vendor must deliver ballot scanning and vote counting devices that allow voting to be carried out by means of specialized, electronic software and hardware technology developed for election purposes, which software and hardware use Optical Mark Recognition (OMR) Technology. The devices must meet the following requirements:

- Technical Requirements:
 - i. Employ OMR Technology with integrated components for: (1) scanning the paper ballot, (2) counting the votes, (3) summarizing the results, (4) printing the results, and (5) transmitting them to the CEC as required.
 - ii. Ability to scan both sides of a ballot.
 - iii. Allow for easy placement of a ballot onto or into a digital reader with a QR code printed on it.
 - iv. The number of ballots placed in the device must be clearly indicated on the screen.

- v. Ability to securely attach to existing ballot boxes in use by the CEC or to similar ballot boxes supplied by the vendor (consistent with the requirements for ballot boxes set forth below) in such a way that does not interfere with the operation of the device. The specifications of the existing ballot boxes in use by the CEC are as follows:
 1. Constructed from 3mm thick transparent polypropylene (C3H6).
 2. Possesses an upper, wider section measuring 570mm (with handles) x 540mm; a lower, narrower section measuring 410mm x 410mm; a height of 460mm; and a 230mm x 21mm opening/slot at the top for casting ballots.
 3. Weighs 3kg.
 4. Holds between 2,000 – 2,500 A4-size ballot papers.
- vi. Operate at 220 volts and be accompanied by a voltage cable with a European standard connecting plug.
- vii. The devices shall securely connect to the Internet and/or wireless data exchange connection (Wi-Fi device) only as designated by the CEC, and only during a limited time at the end of the voting.
- Quantity Requirements:
 - i. Vendor must deliver enough ballot scanning and vote counting devices to allow for voting to take place at the same time in 145 polling stations (including at least one device installed in each polling station plus a reasonable reserve capacity) for use in the 2024 municipal elections, at least 20 of which must be transferred to and remain the property of the CEC following the completion of the period of performance of any subcontract resulting from this RFP.
- Additional Requirements:
 - i. Each device must (1) be in excellent working order and condition; (2) be free from defects in design, workmanship, manufacturing, and appearance; (3) conform to the specifications, drawings, and samples provided by the vendor in its Proposal; (4) comply with the legislation of BiH; and (5) operate in the local language(s) that the CEC or MECs requires for the location in which the device will operate.
 - ii. The vendor must provide a warranty period for the proposed ballot scanner and vote counting device which should be at least 24 months.
 - iii. The devices must be delivered accompanied by the following:
 1. Commercial invoice;
 2. Transport documentation;
 3. Packing document(s) (indicating exact net and gross weight);
 4. Documents confirming the origin, conformity, and quality of the goods; and
 5. Technical documentation, including instructions for the use of goods in local languages (including an electronic version)
 - iv. Each device must include features necessary to facilitate access for persons with disabilities, including text-to-speech options.

2. Printed Paper Ballots. The vendor must procure and deliver printed paper ballots that meet the following requirements:

- **Technical Requirements:**
 - i. It will be necessary to generate ballots for the corresponding type of election according to the municipality/polling station. The size of the ballot varies between municipalities, with the largest being A2+1 or 420x891 mm (based on the previous elections).
 - ii. The ballot papers to be scanned must be compatible for use and packed per instructions provided by the CEC.
 - iii. Each ballot must have a unique barcode and an individual QR code for protection and use in the relevant device, which must contain information about the relevant municipality and polling station numbers. The information to be included on the ballot paper and on the individual QR code may change in case of changes in the relevant legal grounds. The proposed **software** will also provide an opportunity to check the validity/compliance of the ballots after printing at the printing press.
- **Quantity Requirements:**
 - i. Vendor must provide printed ballots sufficient for approximately 800 voters per polling station to cast ballots as well as a sufficient number of additional ballots to account for potential high proportions of spoiled ballots.
- **Additional Requirements**
 - i. The ballot must fit in a special envelope or folder which the vendor must also provide, to protect voter secrecy.
 - ii. The vendor must provide a special ballot marking pen for use with the ballot, as required.

3. Ballot Boxes. If the vendor proposes ballot scanning and vote counting devices that are incompatible with the existing ballot boxes in use by the CEC, the vendor must deliver ballot boxes that meet the following requirements:

- **Technical Requirements:**
 - i. Ballot boxes must be as similar as possible to the existing ballot boxes in use by CEC (as described above in Section 8.1.3.1)
 - ii. Each ballot box must be capable of having a ballot scanning and vote counting device supplied by the vendor as described in Section 8.1.3.1 above, installed on top of it so that scanned ballots will be deposited by the device through the ballot paper slot and into the ballot box below.
- **Quantity Requirements**
 - i. At least one ballot box and one scanner will be installed at each polling station. Reserve capacity of at least one additional ballot box will be available at each polling station
 - ii. Vendor must deliver enough ballot boxes to allow for voting to take place in 145 polling stations (including at least one ballot box in each polling station plus a reasonable reserve capacity) for use in the 2024 municipal elections. Enough

ballot boxes must be transferred to and remain the property of the CEC following the completion of the period of performance of any subcontract resulting from this RFP to support the continued use of the at least 20 devices to be transferred to and remain the property of the CEC.

- Additional Requirements
 - i. The vendor will test ballot boxes it supplies to ensure that all ballots (including any that required adjustment for scanning) can fit in the ballot box.

4. Software License/Source Code. The vendor must meet the following requirements related to software licenses and source code:

- Technical Requirements:
 - i. The software used in connection with the devices must achieve the steps set forth in Section 8.1.3(1) in an accurate and secure manner.
 - ii. The software must be capable of verifying that each ballot is valid and complies with the requirements for printed ballots.
 - iii. The software must be capable of securely and accurately transmitting election results as set forth in Section 8.1.3.5, below.
 - iv. The vendor must grant the CEC a paid up, non-exclusive, non-transferable, non-assignable, and non-sublicensable software license (valid for the entire life cycle of the ballot scanners for vote counting), to give the CEC the opportunity to independently manage the devices for results transmission after the initial pilot and in future pilots (by-elections, etc.).
- Additional Requirements
 - i. The vendor shall ensure access to their devices and software code (including the specific source code of the BiH product) to ensure CEC's ability to use devices in future elections.

5. Transmission of Election Results. The vendor's complete solution must meet the following requirements related to the transmission of election results from the polling stations:

- Technical Requirements
 - i. The software for transmitting voting results to the CEC must be developed specifically for election purposes.
 - ii. The software must include integrated components for digital data reading, scanning of the voting summary protocol, and data transmission (from the polling station to the CEC server).
 - iii. The software must be compatible with JIIS (Unique Elections Identifying System), the existing system used for election administration.
 - iv. The system must transmit results using a secure, closed internet network such as APN or VPN and/or wireless data exchange connection.
 - v. The software must be capable of securely transmitting results as an Excel (or VLS) file and as an image in PNG under 500kb.
- Additional Requirements

- i. Ballot scanners must have the capability of printing out summaries of preliminary results immediately. They must be able to transfer results from a built-in USB memory card in the event of network issues.
- ii. The electronic device/scanner must ensure that tabulation of voting results compliant with the requirements of the relevant BiH legislation.

6. Delivery Schedule and Logistics. The vendor must meet the following requirements related to delivery and/or logistics:

- The vendor will be responsible for delivery of ballot scanner and vote counting devices and all other equipment and/or supplies, as applicable, to approximately 6 municipalities in BiH designated by the CEC and communicated to the vendor by DI. This includes arranging for shipping/transportation and passing through customs, including securing all necessary paperwork and managing the overall customs process. The CEC will facilitate the import of the devices and their transport through customs only as a local beneficiary in BiH by providing paperwork to the vendor, if/as needed. The vendor must closely coordinate with DI ahead of time regarding the import of all materials to the CEC.
- The vendor will not be responsible for delivering devices and equipment/supplies to or from the polling stations on Election Day. This will instead be arranged by CEC/MECs (with support from DI), along with other Election Day materials.
- The vendor will work with DI and CEC to safely store the devices throughout the election cycle. This will include securing appropriate space (including renting, where a CEC/MEC space is not suitable/or available) to store the scanners as required in case CEC/MEC space where other polling materials are stored is not sufficient or adequate. For the pilot, an office of approximately 20 square meters must suffice to store the devices and necessary equipment/supplies at the MEC level. The vendor should provide the exact temperature and air quality required for storing the scanners.

7. Ancillary and/or Technical Support Services (Embedded Technicians, simulations, training, etc.). As part of its complete solution, the vendor must meet the following requirements:

- **Technical Support Requirements.** The vendor must provide high-quality and ongoing technical support to the CEC and MECs as necessary that meets the following requirements:
 - i. Embedded Support:
 1. IT: The vendor will deploy approximately 4-6 technical experts to be embedded with the CEC IT department and to provide ad-hoc, on-site support to the MECs on request during at least the 90 days before the election. Remote technical support will not be considered.
 2. The vendor will support the CEC's efforts to inform the public about the election technology pilot and the specifics of the new technology by providing specific technical or other information related to the devices or their software to the CEC as requested. The vendor will not be responsible for, or permitted to organize, any direct outreach regarding the ballot scanners or other election technologies.

- ii. **Updating/Modifying Processes, Procedures, and Schedules:** The vendor will provide support to the CEC to incorporate the specifics related to the election technology pilot into existing trainings on election procedures, action plans, schedules, reports, manuals of technical operations, etc. in the local languages.
 - iii. **Training:** the vendor will deliver training to election administration employees, including commission members, technical employees, and CEC trainers (who will then conduct lower-level cascade trainings without the vendor's involvement) regarding the use of ballot scanners and their software (not on other electoral processes).
 - iv. **Live Election-Day Support:** The vendor will provide *ad hoc* technical troubleshooting and support on Election Day starting early in the morning before polling stations open and throughout the day until the counting is completed in designated polling station with ballot scanners.
- **Other Ancillary Requirements.** The vendor must provide or comply with the following additional requirements:
 - i. As part of its Proposal, the vendor will submit a written plan of deployment and testing of the devices that will serve as the basis of the overall timeline and which will be integrated into the resulting subcontract. The plan will be reviewed during the proposal evaluation process and vendor may be asked to make revisions based on feedback from DI and/or CEC during subcontract negotiations. The vendor will be required to deliver the deployment and/or testing services and support detailed in the finalized plan.
 - ii. The vendor will provide samples of all materials (including ballot paper and ballot box), and supply information (at all stages and at all levels, including non-working days/hours as required) and technical support (to demonstrate the use of ballot scanners and related technology and throughout the implementation process). In close collaboration and under the supervision of DI, the vendor will provide simulations on the use of ballot scanners at the Training of Trainers for CEC and MEC members who will go on to train Polling Station Committee members.
 - iii. The vendor will provide ad-hoc support as requested to ensure smooth adoption and implementation of the technology solutions by CEC and MEC members.
- **Post-Election Audit of Ballot Scanning and Results Transmission.** The following requirements must be met:
 - i. The vendor must conduct and complete a full internal audit of the ballot scanners and direct results transmission within 3 (three) days after completion of the election.
 - ii. The audit must include
 1. a numerical comparison of manually and electronically counted ballots.
 2. A description of how the electronic device/scanner and software were implemented and document any issues. Upon receipt of written notice from DI, the vendor must immediately provide DI with full and unfettered access to the devices and ancillary equipment and all information requested by DI.

8. Additional Specifications and Requirements: The proposed solution must meet the following requirements:

- Ensure maximum usability and accessibility for persons with disabilities.
- Compliance with U.S. Public Law 115-232, Section 889, which prohibits procuring or obtaining covered telecommunications produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Vendor shall not engage or enter into a subcontract with any other vendor, contractor, or firm to deliver on any requirements detailed in this attachment except for the local transportation and warehousing of required supplies and/or equipment, as well as for the printing of special ballots to be use with scanners.
- Insurance
 - Vendor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID’s DBA insurance carrier for the vendor’s employees who are citizens of, residents of, or hired in the United States. The vendor further agrees to provide employees who are not citizens of, residents of, or hired in the United States with worker’s compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee’s native country, whichever offers greater benefits. Pursuant to AIDAR 752.228-3 Worker’s Compensation Insurance (Defense Base Act), parties must request coverage in accordance with USAID Contract No. AID-OAA-C-10-00027 Allied World Assurances Company (Allied).
 - Unless the vendor is exempt or excluded from such coverage, vendor agrees to obtain Medevac) service coverage.
 - Throughout the term of this Agreement, vendor shall maintain comprehensive general liability insurance with coverage of at least five million dollars (\$5,000,000) per occurrence, and professional errors and omissions insurance of at least one million dollars (\$1,000,000) per claim, for losses in connection with Subcontractor’s performance of the services or deliverables. The provisions of this clause c are in addition to any insurance requirements which may be imposed by this Agreement.
 - The vendor shall provide copies of its insurance certificates to DI upon the execution of this vendor and upon renewal of each policy noted above. The insurance certificate(s) shall be endorsed to include thirty (30) days prior written notice of cancellation or material change of any coverage. If the Subcontractor fails to make insurance premium payments or cancels its insurance, DI must be notified and all work under the Subcontract will be terminated.
 - The vendor shall insert the applicable USAID mandated insurance requirements in any lower tier subcontracts under this Subcontract.

8.1.4 Deliverables and Tentative Timeline

The vendor must achieve and/or provide the following deliverables by the timeframe set forth below, which will be finalized in a subcontract resulting from this RFP. Vendors may propose reasonable revisions to the timeline set for below as part of their Technical Proposals.

Key Deliverable	Tentative Timeline
Delivery Plan	June 2024
Ballot Scanners Production Adjustment (Hardware and Software) for BiH	June 2024
Scanners and Ballot Boxes delivered and distributed to CEC and MECs	July 2024
Technical Experts Arrive in BiH and Embed at the CEC/MECs	July/August 2024
Simulations in Sarajevo and MECs Conducted	July/August 2024
Training Schedule and Manual Completed to include Ballot Scanners in target MECs	August 2024
Training on the Use of Ballot Scanners Completed (ToT - Higher Level Training Cascades)	August/September 2024
Ballot Production	August/September 2024
Ballot Distribution and Testing	September 2024
Oversight and Troubleshooting at Lower-Level Training Cascades (MEC level)	September 2024

8.1.5 Alternative Proposals

Bidders may choose, at their own risk, to submit alternative proposals (either in lieu of or in addition to fully compliant proposals) that deviate from the detailed requirements described above, so long as they achieve the core objectives to scan and count hand-marked paper ballots, and safely and securely transmit the results from the polling station to the count centers at the municipal or central level, as applicable, if the Bidder believes it delivers better value to DI and the CEC. For illustration only, and not as an indicator of any preference, a vendor might elect to propose ballot boxes that are smaller than those described above but includes more of them so that the equivalent number of ballots may be cast and counted in each polling station because it can offer a significantly lower price. DI reserves the right to review such alternative Proposals and consider them for award so long as DI determines that they provide best value, but DI is in no way obligated to review such alternative proposals and may, in its sole judgement, deem them nonresponsive to the requirements of this RFP and remove them from further consideration.

8.2 ATTACHMENT B: DI Code of Ethics and Conduct

DI CODE OF ETHICS AND CONDUCT

Democracy International (DI) works around the world to influence and improve democracy, human rights, and governance, mitigate or address conflict and instability, and improve the effectiveness of development assistance. Democracy International's Code of Ethics and Conduct (Code) is one of the ways that we can put DI values into practice. We are committed to the highest degree of integrity, honesty, and ethical behavior in all of our dealings, including with clients, funders, partners, staff, consultants, election observers, competitors, foreign governments, and other stakeholders.

The rules and guidelines contained in this Code of Ethics and Conduct provide a framework within which all DI staff, consultants, partners and bidders, regardless of location, undertake to discharge their duties and to regulate their conduct. They also support Democracy International in implementing, monitoring, and enforcing these standards.

The Code does not exempt anyone, and any breach may result in disciplinary action (including dismissal in some instances) and, in some cases, could lead to criminal prosecution.

In accepting your engagement with Democracy International, regardless as employee or consultant, partner or bidder, you undertake to discharge your duties and to regulate your conduct in accordance with the requirements of this Code. The Code describes what DI expects from its employees, consultants, partners, and bidders, and what they can expect from Democracy International.

While recognizing that local laws and cultures differ considerably from one country to another, Democracy International is a U.S. organization, and therefore the Code is developed from U.S. law, as well as international and UN standards.

As a Democracy International employee, consultant, partner, or bidder, I will:

1. Uphold the integrity and reputation of Democracy International by ensuring that my professional and personal conduct is demonstrably consistent with DI's values and standards.

I will seek to maintain and enhance public confidence in Democracy International by being accountable for the professional and personal actions I take and ensuring that I manage the power that comes with my position with appropriate responsibility.

I will observe the requirements of the Code. I will also be sensitive to, and respectful of, local customs and culture. I will, if necessary, seek (and will receive) support and advice from Democracy International management.

I will not work under the influence of alcohol or use, or be in possession of, illegal substances on Democracy International premises, vehicles, or accommodation.

2. Treat all people with respect and dignity and challenge any form of harassment, discrimination, intimidation, exploitation, or abuse.

I understand that as part of my role and responsibilities that I hold a privileged position of power and trust in relation to other staff, our partners and the communities that we come from and serve. While engaged to carry out Democracy International's programs, I will not abuse my own position of power/unequal power relationships in any way.

I will respect all peoples' rights, and I will contribute to a working environment characterized by mutual respect, integrity, dignity, and non-discrimination, including because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. I will not engage in trafficking in persons, procure commercial sex acts, or use forced labor.

I will ensure that my relationships and behavior are not exploitative, abusive, or corrupt in any way, and I will not engage in any form of sexual abuse or exploitation of any persons of any age.

In line with international standards, I will not have sexual relations with children (defined as under 18 years old) or with program beneficiaries, recognizing the inherent unequal power dynamics involved and that such behaviors can undermine the integrity and credibility of Democracy International's work. I also will not exchange money, offers of employment, goods, or services for sex or sexual favors, or any other forms of humiliating, degrading or exploitative behavior, understanding that these standards exist to challenge sexually exploitative and abusive behavior.

I will report any such behaviors or malpractice in the workplace by others to DI management or through recognized

confidential reporting systems, including the whistle-blower mechanism, email: whistle-blower@democracyinternational.com

3. Perform my duties and conduct my private life in an ethical manner, which avoids possible conflicts of interest with the work of Democracy International.

I will declare any financial, personal, or family (or close intimate relationship) interest in matters of official business that may affect the work of Democracy International (e.g., contract for goods/services, employment, or promotion).

Even when the giving and acceptance of gifts is normal cultural practice, I will reject monetary gifts or inappropriate gifts from governments, beneficiaries, donors, suppliers, and other persons that have been offered to me as a result of my employment or other engagement with Democracy International. Where the giving and acceptance of gifts is normal cultural practice, I will ensure that such gifts are reasonable and in accordance with procurement policies, and I will report gifts to DI management.

I will act against any form of corruption and not offer, promise, give, or accept any bribes.

4. Be responsible for the use of information, equipment, money, and resources to which I have access by reason of my employment or other form of engagement with Democracy International.

I will use discretion when handling sensitive or confidential information.

I will not make any external communication in the name of Democracy International without authorization.

I will appropriately account for all Democracy International finances and property (e.g., vehicles, office equipment, provided accommodation, computers including the use of internet, email, and intranet).

- 5. Protect the health, safety, security, and welfare of all Democracy International employees, consultants, partners, and contractors.

I will undertake and act on appropriate risk assessments. I will comply with security management guidelines and be proactive in informing DI management of any necessary changes to such guidelines.

I will behave in such a way as to avoid any unnecessary risk to the safety, health, and welfare of myself and others, including partner organizations and beneficiaries.

- 6. Promote human rights and oppose criminal and unethical activities.

I will ensure that my conduct is consistent with human rights and respect for the dignity of all persons. I will contribute to preventing all forms of criminal or unethical activities.

Signature

Name (Printed)

Date

I will inform Democracy International of any relevant criminal convictions or charges I have had prior to my engagement or relationship with DI or which may arise during the period of my connection with DI and which has a legitimate bearing upon my capacity and role or may impede my ability to perform the duties of my position.

- 7. Report any violations of this Code.

I understand that violations of this Code are of critical concern to DI, and I will be proactive and will promptly report any behaviors or malpractices covered by this Code or other violations of the Code by others to DI management or through recognized confidential reporting systems, including the whistleblower mechanism, email: whistleblower@democracyinternational.com

I undertake to discharge my duties and to regulate my conduct in accordance with the requirements of this Code, thereby contributing to Democracy International's performance and reputation

8.3 ATTACHMENT C: Price Schedule Template

Bidders must include the following price schedule in their Business Proposal detailing their proposed prices. Bidders may add line items, if needed, but must at least include those line items included in the below template with the highlighted cells filled in with the Bidder’s proposed pricing. The information contained in the Price Schedule included in a Bidder’s Business Proposal, including the TOTAL PRICE, will be the basis for DI’s price evaluation. Bidders may also include a narrative or description of the pricing they are offering, as well as propose specific payment schedules, which, if proposed, will also be included in DI’s best value evaluation.

LINE ITEM	DESCRIPTION	UNIT TYPE	QUANTITY	UNIT PRICE	PRICE
1. Devices, equipment, and supplies for implementation of technology pilot	Price of delivering all equipment and supplies related to the election technology pilot to polling stations, priced on a per-polling-station basis. Must include all costs of shipping and delivery, including customs.	Polling Station	145		
2. Support, Ancillary, and other Services	Price of all other requirements related to delivering a total solution for the election technology pilot, as described in Attachment A.	Overall	1		
3. VAT in BiH	Amount of Value Added Taxes	Overall	1		
TOTAL PRICE:					

8.4 ATTACHMENT D: Draft Subcontract Terms and Conditions

Attached as separate pdf

8.5 ATTACHMENT E: DI Vendor Information Form

DEMOCRACY INTERNATIONAL VENDOR INFORMATION FORM

To do business with Democracy International (DI), vendors and grantees must complete this form and provide a current IRS registered form ([W9](#) for US vendors or [W8/W8ben-e](#) for foreign vendors). Return completed, signed forms to accountspayable@democracyinternational.com and your specific DI point of contact. Handwritten forms will not be accepted.

1. Legal Name

Entity or individual

Enter the organization or individual's full legal name

2. Trade / Business Name

If different

Enter the name as it appears under your Federal Identification and/or Registered Name within [SAM.gov](#), if different from Legal Name.

3. Basic Information

Street:

(a P.O. Box cannot be accepted for a purchase order address)

City:

State:

Postal Code:

Country:

Attn:

Title

Telephone:

Fax:

Email:

4. Type of Organization:

Choose an item.

Tax Classification (LLCs only):

Choose an item.

5. Entity Identification Numbers (Fill in ALL applicable numbers):

Social Security #:

Employer Identification #:

SAM.gov UEI:

VAT Registration #:

6. Payment Information

* DI requires the full 11-Digit SWIFT code, including the 3-digit branch code for international wire transfers. If vendor or grantee fails to provide a branch code, then vendor / grantee authorizes DI to use a branch code of "XXX," and VENDOR / GRANTEE assumes all risk of payments not posting to its intended beneficiary account, and any related fees.

Beneficiary Name:

Payment Type:

Choose an item.

Account Number / IBAN:

Beneficiary Address Line 1:

Line 2:

City:

State/Province:

Country:

Bank Name:

Bank Country:

Routing/Bank ID Type:

Choose an item.

ABA / SWIFT* Code:

Sort / Transit Code:

Intermediary Bank Name:

Intermediary Bank SWIFT Code:

Intermediary Bank Country:

7. Small Business Status

DI's policy (in accordance with FAR 52.219-9(e)(5)) is for Small Businesses, Small Disadvantaged Businesses, Minority Businesses, Woman Owned Small Business, Veteran Owned Small Businesses, Service Disabled Veteran Owned Small Businesses, and HUB Zone business entities to have the maximum practicable opportunity to participate in the performance of subcontracts and/or prime contracts awarded to DI. Contact the Small Business Administration resources for more information regarding this process; www.sba.gov.

Please complete the North American Industry Classification System (NAICS) Code and size standard as applicable. <https://www.census.gov/naics/>**

NAICS Code:

The NAICS size standard is:

Dollars

Employees

Business Status:

Choose an item.
Based on NAICS code

Small Business Classification(s):
(Check all that apply)

Small Disadvantaged Business***

Veteran-Owned Small Business

Women-Owned Small Business

Service-Disabled Veteran-Owned Small Business

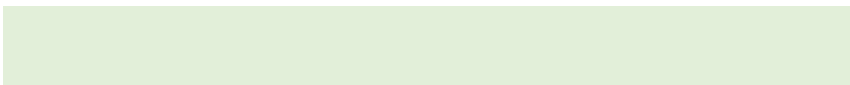
HubZone Business***

Minority or Alaskan-Owned Business

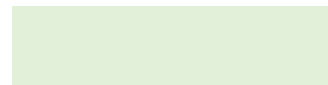
** The Federal Government may impose a penalty against firms misrepresenting their business size, disadvantaged and/or HUB Zone status

*** Please provide a copy of certification

8. Vendor Certification: Under penalties of perjury, I certify that (via electronic receipt or manual signature) information provided on this form is accurate, current, and complete to the best of my knowledge and that I am duly authorized to prepare and/or approve this form on behalf of the organization or individual identified in Section 1 of this form.



Signature (authorized individual to commit to contractual obligations)



Date Signed

8.6 ATTACHMENT F: Required Representations and Certifications

PART IV – REPRESENTATIONS AND INSTRUCTIONS

K - Representations, Certifications, and Other Statements of Offerors

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

In accordance with FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation, the following solicitation provisions are hereby incorporated by reference. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at this/these address(es): <http://acquisition.gov/far/index.html>

Clause Number	Clause Title and Date
52.223-1	Biobased Product Certification (MAY 2012)
52.223-4	Recovered Material Certification (MAY 2008)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)

K.2 52.204-8 Annual Representations and Certifications. (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is \$19,000,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole- source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for

Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services- Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic

Corporations- Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19,000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition

threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information. (A) Basic.

 (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of provision)

K.3 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and

Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that-

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler

number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.4 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment

or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.5 52.209-7 Information Regarding Responsibility Matters. (OCT 2018)

(a) *Definitions*. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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 [] has [] does not have current active Federal contracts and grants

with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

K.6 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency

has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.7 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a

contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.*
The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.*
The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies

that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS- covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has

been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether the award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] Yes [] No

K.8 Authorized Negotiators

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.9 Signature

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

[END OF SECTION K]



Organizational Due Diligence Form

For Democracy International to comply with both its funders’ rules and its own standards of ethics, we much conduct a Due Diligence review of your organization. This review is designed to provide us with the information we need to ensure that your organization is eligible to receive donor funding and to ensure that there are no conflicts of interest or other issues that might prevent DI from making an award to your organization.

Please make sure that the information you provide about your organization is complete and accurate. Along with this form, please include the following documentation as applicable:

- Organizational Registration Documents (see question A.5)
- Organization Mission/Capabilities/Past Performance Documents (see question A.7)
- Documentation of Audited Indirect Rates (see question B.12)
- Documentation of Audited Financials (see question C.1)
- Code of Conduct Documentation (see question D.9)
- Anti-Corruption Certificates (see question D.10)

If you have any questions of concerns please raise them with your DI contact.

SECTION A: GENERAL INFORMATION

Please provide the following requested information about your organization.

1. Basic Information:

Legal Name of Organization: _____
 Physical Address: _____
 Mailing Address (if different): _____
 Telephone: _____
 Fax: _____
 Email: _____
 Tax Identification Number: _____

2. What is your organization type (profit, non-profit, private volunteer organization, university, etc.)?

3. What is the legal structure of your organization (i.e., Corporation, GP, PC, LLC, LP, LLP, SA, BV, or similar designation etc.)?

4. If your organization is incorporated or registered, please provide the location and year of incorporation or registration.

5. Please provide a copy of your organization's incorporation or registration certificate, articles of incorporation, by-laws, any local registrations, and any licenses that may be required to conduct business.

Registration Documents Are: _____

6. Does your organization have any subsidiaries or branch offices or have any membership interest in any joint venture? If so, please provide the contact information for each.

7. Please provide a copy of any information documentation that describes your organization, its mission and history, including any annual reports, marketing brochures, capability statements or past performance statements.

Organizational Documents Are: _____

8. Is your organization affiliated with any other organization, such as Chambers of Commerce, Professional or Trade Associations, or other interest groups?

9. Please provide the name, nationality, identification number and titles of the Board of Directors, officers, and Key Persons, including, but not limited to the President/Director, Secretary, Chief Financial Officer, and Controller/Accountant.

President/Director:

Secretary:

Chief Financial Officer:

Controller/Accountant:

Other:

(a) Are any of these individuals current government officials, military officials,

political party officials, or parastatal enterprise officials?

(b) Are any of these individuals related to by blood or marriage (father, grandfather, son, mother, grandmother, daughter, aunt, uncle, cousin) to any present or former government officials, military officials, political party officials, or para-statal enterprise officials? _____

(c) Do any of these individuals hold any additional ownership, directorship, and/or employment outside of your organization? _____

10. Please list all owners, partners, and/or shareholders who own 10% or more of the organization.

(a) Are any of these individuals current government officials, military officials, political party officials, or parastatal enterprise officials?

(b) Are any of these individuals related to by blood or marriage (father, grandfather, son, mother, grandmother, daughter, aunt, uncle, cousin) to any present or former government officials, military officials, political party officials, or parastatal enterprise officials? _____

(c) Do any of these individuals hold any additional ownership, directorship, and/or employment outside of your organization? _____

11. Employment Levels and Practices:

(a) Please list the number of each of the following:

Full-Time Employees: _____

Part-Time Employees: _____

Consultants: _____

(b) Please list employees who will or are reasonably expected to work with DI on the proposed project.

(c) Does your organization engage commission sales representatives or consultants for the purposes of obtaining or retaining public sector funded work? _____

12. Financial Information.

(a) Please enter the beginning and ending dates of your organization's fiscal year:

From (Month, Day) _____ To (Month, Day) _____

(b) Please complete the requested information and provide a copy of your most recent financial reports or audited financial statements. In the alternative, please provide:

i. Current year information (indicate period) _____

Revenues USD \$ _____

Expenses: USD \$ _____

Assets USD \$ _____

Liabilities USD \$ _____

ii. Prior year information (indicate period) _____

Revenues USD \$ _____

Expenses: USD \$ _____

Assets USD \$ _____

Liabilities USD \$ _____

(c) Will your organization have other sources of public sector/government funds during the period of the DI award? _____

13. Please provide four (4) external business references.

(a) _____

(b) _____

(c) _____

(d) _____

14.

Please provide two (2) financial references and the contact information for those companies' accountants/auditors.

(a) _____

(b) _____

SECTION B: INTERNAL CONTROLS

Internal controls are procedures that ensure: (1) financial transactions are approved by an authorized individual and are consistent with laws, regulations, and the organization’s policies, (2) assets are maintained safely and controlled, and (3) accounting records are complete, accurate, and are maintained on a consistent basis. Please complete the following questions concerning your internal controls:

1. List the name and position title responsible for the following area(s):

(a) Responsible for cash, bank accounts, or equipment.

i. Cash: _____

ii. BankAccount: _____

iii. Equipment: _____

(b) Responsible for reviewing expenditures to make sure they are allowable:

(c) Responsible for keeping all receipts and other documentation to support expenses charged to this grant:

(d) Responsible for signing checks:

(e) Responsible for maintaining the accounting records:

(f) Responsible for reconciling bank statements to the accounting records:

(g) Responsible for preparing financial and narrative reports:

2. Are timesheets maintained for each employee who is paid?

3. Is each employee’s salary documented in an employment letter or contract?

4. Do you maintain inventory records? _____

5. Do you have written accounting policies and procedures? _____
6. Are your financial reports prepared on a: _____
7. Can the accounting records identify the receipts and payments of a grant from the receipts and payments of other activities? _____
8. Do you maintain invoices, vouchers, and timesheets for all payments made from subaward funds? _____
9. Are there any circumstances in which invoices, vouchers, and timesheets cannot or will not be obtained? _____
10. Briefly describe your organization's system for filing and maintaining supporting documentation.

11. Will you be able to maintain accounting records including invoices, vouchers, and timesheets for at least three years after the final financial report is submitted?

12. Do you have an audited indirect cost rate? _____

If yes, enclose documentation of audited indirect rates (e.g., NICRA or similar).

SECTION C: AUDIT

DI may require an audit to be performed of your accounting records. Please provide the following information on prior audits of your organization.

1. Have external accountants ever performed an audit of your organization's financial statements? _____
2. Does your organization have regular audits? _____
3. Are there any reasons (local condition, laws, or institutional circumstances) that would prevent an independent accountant from performing an audit of your organization? _____

SECTION D: COMPLIANCE

1. Is the Company or any Key Person listed above involved in any litigation, mediation, or arbitration, any potential litigation, mediation, or arbitration, or any concluded litigation, mediation or arbitration? _____
2. Has the Company or any Key Person listed above ever been investigated, charged, indicted, or convicted of violating any rules or regulations governing the purchase

or sale of goods or services to or by any government? _____

3. **Has the Company or any Key Person listed above ever been interviewed, deposed, subpoenaed, investigated, indicted or convicted in connection with any litigation or investigation involving laws or regulations governing contributions, honoraria, bribery, kickbacks or any form of payment to any government official?**

4. **Has the Company or any Key Person ever been interviewed, deposed, subpoenaed, investigated, indicted or convicted in connection with any litigation or investigation involving bribery, fraud, tax evasion, record keeping violations, false claims, false statements, or securities violations?** _____
5. **Has the Company or any Key Person ever been interviewed, deposed, subpoenaed, investigated, indicted or convicted in connection with any litigation or investigation involving any violation other than those listed above?** _____
6. **Has the Company or any Key Person ever been suspended or debarred from government contracting by any organization, denied a security clearance, or been denied any import or export licenses?** _____
7. **Has anyone at the company been listed, or been associated with anyone listed, on any national or international “Denied Parties” listing?** _____
8. **Has your organization provided, within the previous ten years, material support or resources to any individual or entity that has engaged or engages in terrorist activity? This would include, without limitation, any organization designated by an international body, as a Foreign Terrorist Organization; any individual or entity designated as a Specially Designated Terrorist or Specially Designated Global Terrorist?** _____
9. **Please provide a copy of the Company Code of Conduct and any training materials that may have been distributed to Company Employees about the Code of Conduct.**

10. **Please provide copies of any anti-corruption certifications that Company employees may have signed or the company may have signed with other companies.** _____

SECTION E: ADDITIONAL INFORMATION

- 1. Please provide any additional information you have related to this Due Diligence form here or attach it as a separate enclosure:**
-
-

SECTION F: CERTIFICATIONS

Certification of Accurate Due Diligence Information

I certify that (1) the information I have provided and/or reviewed on this Organizational Due Diligence Form is accurate, current, and complete to the best of my knowledge and that (2) I am duly authorized to prepare and/or approve this form on behalf of the organization identified in Section A.1 of this form.

Preparer

ORG:

NAME:

TITLE:

SIGN:

DATE:

Authorized Representative

ORG:

NAME:

TITLE:

SIGN:

DATE:

Certification of Compliance with Laws and the U.S. Foreign Corrupt Practices Act Applicant shall comply with all laws and regulations in the Territory where it is providing goods or services under any Agreement arising from this Application. Applicant is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Applicant is familiar with the U.S. Foreign Corrupt Practices Act (the “FCPA”), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

Accordingly, Applicant hereby agrees that:

(a) Applicant will not employ a person who is a governmental official or employee, including employees of government owned or government controlled corporations, agencies or bodies.

(b) Applicant will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to the Company and its business in contravention of the FCPA or the applicable laws in the Territory.

(c) Applicant will immediately advise DI in writing in the event that any person employed by or associated with Applicant becomes such government official, political party official or candidate.

(d) Applicant shall maintain true and accurate records necessary to demonstrate compliance with the Agreement (including the requirements of this Certification), and shall provide to DI evidence of such compliance upon simple request.

(e) Applicant shall provide DI or its representatives, with access to financial records and supporting documentation to demonstrate the existence of normal and anticipated payment patterns and financial arrangements as well as transparency in expenses and accounting records related to transactions arising out of this Application.

(f) Applicant understands that if it fails to comply with any of the provisions of this Certification (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of any resulting Agreement and, upon any such failure, DI shall have the right to terminate any Agreement.

Authorized Representative

ORG: _____

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____

Certification Regarding Terrorist Financing

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

- 1.** Applicant, 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 Applicant to comply with its obligations under paragraph 1:
 - (a)** Before providing any material support or resources to an individual or entity, Applicant 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 www.epls.gov or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by DI to Applicant.

 - (b)** Before providing any material support or resources to an individual or entity, Applicant 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 individual or entity by the 1267 Committee, Applicant should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

 - (c)** Before providing any material support or resources to an individual or entity Applicant 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)** Applicant 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, safe houses, 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 sub-national 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 Applicant 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) Applicant’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by Applicant that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Applicant has reason to believe that a Applicant 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.

Any violation notified or discovered, of this Certification prior to completion of any delivery of services or goods under any Agreement arising from this application shall be grounds for voidance of any Agreement in its entirety by DI and no costs shall be recoverable by the Applicant under such voidance. Any violation of this Certification, notified or discovered after any of the work/goods/activities have been delivered and accepted by DI under any Agreement arising from this application shall result in unilateral termination of the Agreement at issue by DI prior to the end of its term and no payments for any work performed or goods delivered prior to such termination shall be made.

Authorized Representative

ORG: _____

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____