



Libya Local Governance and Civil Society/Taqarib

Request for Quotations (RFQ)

No. taqarib-Libya-2020-017

Printing services for DAI office in Libya

Issue Date: January 9, 2020

WARNING: Prospective Offerors who have received this document from a source other than the LGCS project, ProcurementLGCS@dai.com, should immediately contact LGCSProcurementINBOX@dai.com and provide their name and mailing address in order that amendments to the solicitation or other communications can be sent directly to them.

Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued via email and/or posted at the original posting site.

1. Synopsis of the Request for Quotation

DAI, implementer of the USAID funded Libya Local Governance and Civil Society/taqarib, invites qualified vendors to submit quotations to supply and deliver (Printing services), as follows:

1. RFQ No.	taqarib-Libya -2020-017
2. Issue Date	January 9, 2020
3. Title	Printing services for DAI office in Libya
4. Issuing Office & Email/Physical Address for Submission of Quotes	LGCS Libya office Quotation to be emailed to: LGCSProcurementINBOX@dai.com
5. Deadline for Receipt of Questions	Questions are due by the following email, no later than 14:00, January 15, 2020 ProcurementLGCS@dai.com
6. Deadline for Receipt of Quotes.	The deadline for receiving Quotations is no later than 14:00 Libya time on January 19, 2020
7. Point of Contact	Email: ProcurementLGCS@dai.com
8. Anticipated Award Type	DAI anticipates awarding Blanket Purchase Agreement (BPA) . BPA template in Attachment E Issuance of this solicitation in no way obligates DAI to award a purchase order and offerors will not be reimbursed for any costs associated with the preparation of their bid.
9. Basis for Award	An award will be made to the responsible bidder whose bid is responsive to the terms of the RFQ and is most advantageous to DAI, considering price or/and other factors included in the RFQ. To be considered for award, bidders must meet the requirements identified in Section 13, "Determination of Responsibility". No discussions or negotiations are permitted with bidders, and therefore bidders shall submit their best and final price.

2. Request for Quotation

<p>10. General Instructions to Bidders</p>	<ul style="list-style-type: none"> • Offerors wishing to respond to this RFQ must submit proposals in English, in accordance with the following instructions • The deadline for receiving proposals is no later than 14:00pm local Tripoli, Libya time on January 19, 2020. Late offers will be rejected except under extraordinary circumstances at DAI's discretion. • Bidders shall submit quotes electronically (via email) LGCSProcurementINBOX@dai.com. Please note the solicitation number and title of the solicitation in the proposal and in the subject line if submitting via email. • Offerors shall confirm in writing that the Offeror fully understands that their proposal must be valid for a period of ninety (90) days. • Bidders shall sign and date their quotation. • Bidders shall complete Attachment A: Price Schedule template. Value Added Tax (VAT) shall be included on a separate line.
<p>11. Questions Regarding the RFQ</p>	<p>Each Bidder is responsible for reading very carefully and understanding fully the terms and conditions of this RFQ. All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email or in writing delivered to the Issuing Office no later than the date specified above. All questions received will be compiled and answered in writing and distributed to all interested Bidders.</p>
<p>12. Technical Specifications and requirements for Technical Acceptability</p>	<p>As in the attachment A; list of printing services for all office in Libya and Price schedule</p>
<p>13. Determination of Responsibility</p>	<p>DAI will not enter into any type of agreement with a vendor prior to ensuring the vendor's responsibility. When assessing a vendor's responsibility, the following factors are taken into consideration:</p> <ol style="list-style-type: none"> 1. Provide copies of the required business licenses to operate in the host country. 2. Evidence of a DUNS number (explained below and instructions contained in the Annex). 3. The source, origin and nationality of the services are not from a Prohibited Country (explained below). 4. Ability to comply with required or proposed delivery or performance schedules.
<p>14. Geographic Code</p>	<ul style="list-style-type: none"> • Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries. • Geographic Code 935 Goods and services from any area or country including the cooperating country, but excluding Prohibited Countries. • DAI must verify the source, nationality and origin, of goods and services and ensure (to the fullest extent possible) that DAI does not procure any services from prohibited countries listed

	<p>by the Office of Foreign Assets Control (OFAC) as sanctioned countries. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.</p> <ul style="list-style-type: none"> • By submitting a quote in response to this RFQ, Bidders confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries.
<p>15. Data Universal Numbering System (DUNS)</p>	<p>All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above are required to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Bidders sign the self-certification statement if the Bidder claims exemption for this reason.</p> <p>For those required to obtain a DUNS number, you may find it in Attachment C: Instructions for Obtaining a DUNS Number.</p> <p>For those not required to obtain a DUNS number, you may find it in Attachment D: Self-Certification for Exemption from DUNS Requirement</p>
<p>16. Compliance with Terms and Conditions</p>	<p>Bidder shall be aware of the general terms and conditions for an award resulting from this RFQ. The selected Bidder shall comply with all Representations and Certifications of Compliance listed in Attachment B.</p>
<p>17. Procurement Ethics</p>	<p>By submitting an Bidder, Bidders certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Bidders or the DAI staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via email to FPI_hotline@dai.com.</p>

1.1 Attachment A: List of printing services for DAI offices and Price Schedule

No	Description	Unit	Unit price
1	A4 Plain B&W	Per Page	
2	A4 Plain Color	Per Page	
3	A4 Glossy Color	Per Page	
4	A5 Plain B&W	Per Page	
5	A5 Plain Color	Per Page	
6	A5 Glossy Color	Per Page	
7	A3 Plain B&W	Per Page	
8	A3 Plain Color	Per Page	
9	A3 Glossy Color	Per Page	
10	Business Card 9X5 cm 2 sided, Glossy with Lamination Color, Package of 100	Each	
11	Business Card 9X5 cm 2 sided, Matt with Lamination Color, Package of 100	Each	
12	Roll Ups 80 X 200 Color With Skeleton	Each	
13	Roll Ups 120 X 200 Color With Skeleton	Each	
14	A4 Folder with logo	Each	
15	A5 Folder with logo	Each	
16	A3 Folder with logo	Each	
17	A5 Booklet With design	Each	
18	A5 Booklet With design	Each	
19	A5 Booklet With design	Each	
20	Billboard with design streamline one side 3x 4	Each	
21	A4 Flayer With design, Package of 100	Each	
22	A5 Flayer With design, Package of 100	Each	
23	Note book 50 pages with design	Each	
24	Note book 100 pages with design	Each	

Important Note:

DAI is not committed to certain quantities in the above list of items. The BPA holder/s (supplier) will be responsible to provide items based on a Release Order (RO) that will be issued by the DAI procurement staff based on DAI needs. The BPA holder is committed to the unit price that will be defined in the BPA agreement for one-year duration starting the date of signing the BPA.

We, the undersigned, provide the attached quote in accordance RFQ No. Taqarib-Libya -2020-017

Dated: January 19, 2020 our attached quote is for the total price of _____ (figure and in words)

I certify a validity period of **90** days for the prices provided in the attached Price Schedule/Bill of Quantities. Our quote shall be binding upon us subject to the modifications.

We understand that DAI is not bound to accept any quotes it receives.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Email:

Company Seal/Stamp:

1.2 Attachment B: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
5. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
6. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information.
7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
8. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
9. Labor Laws – The Bidder certifies that it is in compliance with all labor laws..
10. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
11. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a quote, bidders agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

1.3 Attachment C: Instructions for Obtaining a DUNS Number

Note: There is a Mandatory Requirement for your Organization to Provide a DUNS number to DAI

I. SUBCONTRACTS/PURCHASE ORDERS: All domestic and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$25,000 and above are required to obtain a DUNS number prior to signing of the agreement. *Your organization is exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. Please see the self-certification form attached.*

II. MONETARY GRANTS: All foreign entities receiving first-tier monetary grants (standard, simplified and FOGs) with a value equal to or over \$25,000 and performing work outside the U.S. must obtain a DUNS number prior to signing of the grant. All U.S. organizations who are recipients of first-tier monetary grants of any value are required to obtain a DUNS number; the exemption for under \$25,000 applies to foreign organizations only.

Note: The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a DUNS number to DAI. Organizations who fail to provide a DUNS number will not receive an award and DAI will select an alternate vendor/subcontractor/grantee.

Background:

Summary of Current U.S. Government Requirements- DUNS and Reporting in FSRs Database

The Data Universal Numbering System (DUNS) is a system developed and managed by Dun and Bradstreet that assigns a unique nine-digit identifier to a business entity. It is a common standard world-wide and users include the U.S. Government, European Commission and the United Nations. The DUNS number will be used to better identify related organizations that are receiving U.S. federal funding, and to provide consistent name and address data for electronic application systems.

The U.S. Government requires that all applicants for first-tier monetary grants (i) and all first-tier subcontracts/purchase orders of \$25,000 or above have a DUNS number prior to DAI issuing an award to that entity.

REQUIREMENT FOR DAI TO REPORT DATA IN THE FSRs DATABASE:

In addition, in accordance with the Federal Funding Accountability and Transparency Act of 2008; FAR 52.204-10, "Reporting Executive Compensation and First-Tier Subcontract Awards" (Revised July 2010); and Subpart 4.14—"Reporting Executive Compensation and First-Tier Subcontract Awards," effective March 1, 2011, DAI is required to report any newly awarded first-tier subcontracts \$25,000 or above in the FSRs (Functional Security Requirements Specifications) database at <http://www.fsr.gov>.

In accordance with AAPD 11-01 amended, all foreign entities receiving first-tier monetary grants (standard, simplified and FOGs) with a value equal to or over \$25,000 and performing work outside the U.S. must obtain a DUNS number prior to signing of the grant. All U.S. organizations who are recipients of first-tier monetary grants of any value are required to obtain a DUNS

number; the exemption for under \$25,000 applies to foreign organizations only. In accordance with the AAPD as well as 2 CFR Parts 25 and 170, DAI is required to report on grantees in the FSRs database. The reported information for subcontracts and grants will be available for the public to view at <http://usaspending.gov>.

Instructions detailing the process to be followed in order to obtain a DUNS number for your organization begin on the next page.

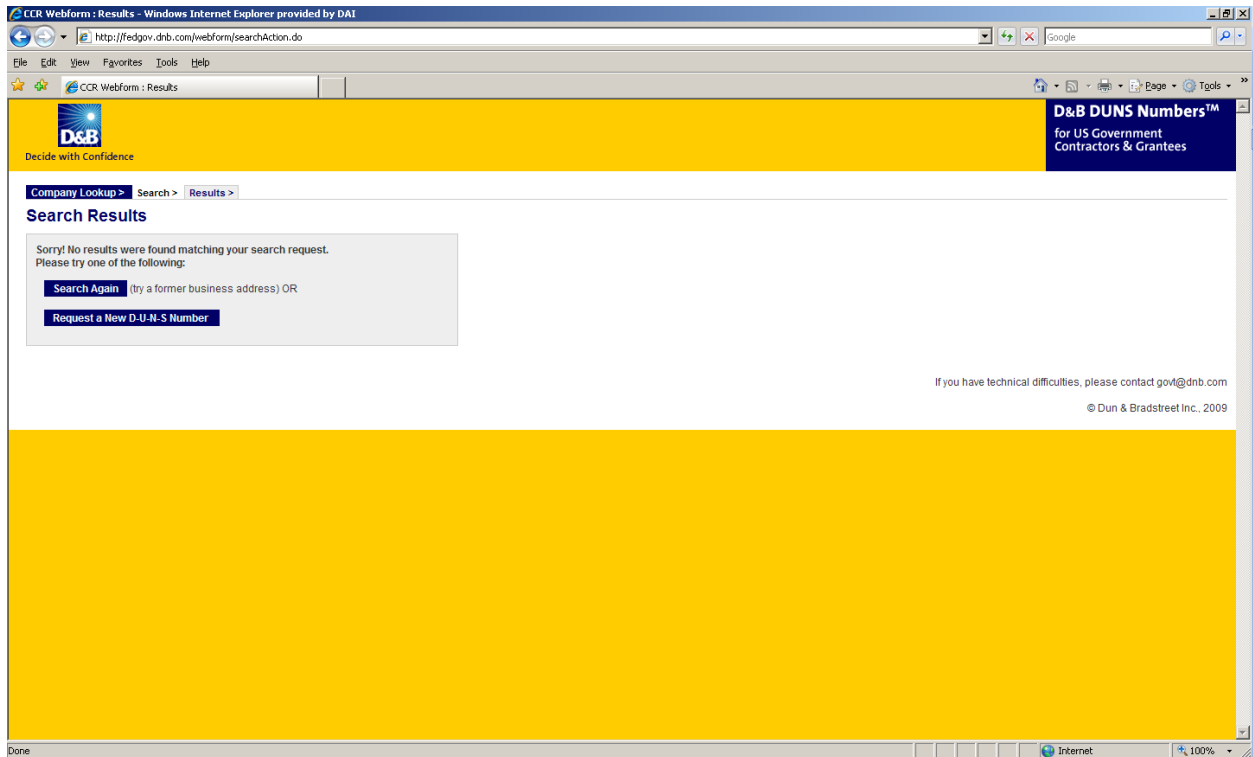
THE PROCESS FOR OBTAINING A DUNS NUMBER IS OUTLINED BELOW:

1. Log on to the D&B (Dun & Bradstreet) DUNS registration website to begin the process of obtaining a DUNS number free of charge.

<http://fedgov.dnb.com/webform/index.jsp>

Please note there is a bar on the left for Frequently Asked Questions as well as emails and telephone numbers for persons at Dun & Bradstreet for you to contact if you have any questions or difficulties completing the application on-line. DAI is not authorized to complete the application on your organization's behalf; the required data must be entered by an authorized official of your organization.

2. Select the Country where your company is physically located.
3. You will first be asked to search the existing DUNS database to see whether a DUNS number already exists for your organization/entity. Subcontractors/grantees who already have a DUNS number may verify/update their DUNS records.
4. Potential DAI subcontractors/vendors/grantees who do not already have a DUNS number will be shown the screen below. To request a new DUNS Number, the "Request a New D-U-N-S Number" button needs to be selected.



5. Enter the information regarding your organization listed on the next three screens. (See screen shots below.) Make sure you have the following information available (in English) prior to beginning the process of entering this section in order to ensure successful registration.

- Legal Business Name (commas are allowed, periods are not allowed)
- Address
- Phone
- Name of Owner/Executive
- Total Number of Employees
- Annual Sales or Revenue (US Dollar equivalent)
- Description of Operations

6. Note that some fields are Optional, however all other fields must be completed to proceed further with the application process. For example, all applicants must complete the Organization Information sections. The Company Name and Physical Address fields are self-populated based on information previously entered during the initial DUNS search. The question marks to the left of the field provide additional information when you click on them.

The screenshot shows a web browser window displaying the 'Request for New D-U-N-S Number' form. The form is titled 'Request for New D-U-N-S Number' and includes a search bar and a 'D-U-N-S Number Request' link. Below the title, there is a note: 'Any affiliated companies at the same address, will not be affected. If there are affiliated companies at the same address, please specify in the Notes section.' and another note: 'Complete the information below to obtain a new D-U-N-S Number for your company's physical location.' A 'Note: All fields are required unless otherwise indicated.' is also present. The form is divided into three main sections: 'Company Name', 'Physical Address', and 'Mailing Address (optional)'. The 'Company Name' section includes fields for 'Legal Name' (filled with 'DNB TEST, INC'), 'Legal Structure' (a dropdown menu set to 'Proprietorship'), 'Tradestyle Name 1 (optional)', 'Tradestyle Name 2', 'Tradestyle Name 3', and 'Phone Number of Business' (filled with '20-555-1212'). The 'Physical Address' section includes fields for 'Street' (filled with '100 Jalan Abdul Rahman'), 'City' (filled with 'Kabul'), 'State', 'Zip Code + 4Postal Code', and 'Country' (a dropdown menu set to 'AFGHANISTAN'). The 'Mailing Address (optional)' section includes a checkbox for 'Same as Physical Address' and fields for 'Street/ P. O. Box' and 'City'.

7. You must select the legal structure of your organization from the pull down menu. To assist you in selecting the appropriate structure that best represents your organization, a brief description of the various types follows:

- **Corporation** – A firm that meets certain legal requirements to be chartered by the state/province in which it is headquartered by the filing of articles of incorporation. A corporation is considered by law to be an entity separate and distinct from its owners. It can be taxed; it can be sued; it can enter into contractual agreements.
- **Government** - central, province/state, district, municipal and other U.S. or local government entities. Includes universities, schools and vocational centers owned and operated by the government.
- **Limited Liability Company (LLC)** - This is a type of business ownership combining several features of corporation and partnership structures. It is designed to provide the limited liability features of a corporation and the tax efficiencies and operational flexibility of a partnership. Its owners have limited personal liability for the LLC's debts and obligations, similar to the status of shareholders in a corporation. If your firm is an LLC, this will be noted on the organizations registration and licensing documents.
- **Non-profit** - An entity which exists for charitable reasons and is not conducted or maintained for the purpose of making a profit. Any money earned must be retained by the organization, and used for its own expenses, operations, and

programs. Most organizations which are registered in the host country as a non-governmental organization (NGO) rather than as a commercial business are non-profit entities.

Community based organizations, trade associations, community development councils, and similar entities which are not organized as a profit making organization should select this status, even if your organization is not registered formally in country as an NGO.

- **Partnership-** a legal form of operation in which two or more individuals carry on a continuing business for profit as co-owners. The profits and losses are shared proportionally.
- **Proprietorship-**These firms are owned by one person, usually the individual who has day-to-day responsibility for running the business. Sole proprietors own all the assets of the business and the profits generated by it.

8. One of the most important fields that must be filled in is the Primary SIC code field. (See screen shot below.) The Primary Standard Industrial Code classifies the business' most relevant industry and function.

The screenshot shows a web browser window titled "CCR Webform: New Duns Number Request." The address bar shows the URL: <http://fedgov.dnb.com/webform/newReq.do?hdnCompanyName=&hdnAddress=&hdnCity=&hdnState=&hdnZip=&hdnCountry=&hdnDuns=&hdnTradeStyleName=&newComp=>. The form contains the following fields:

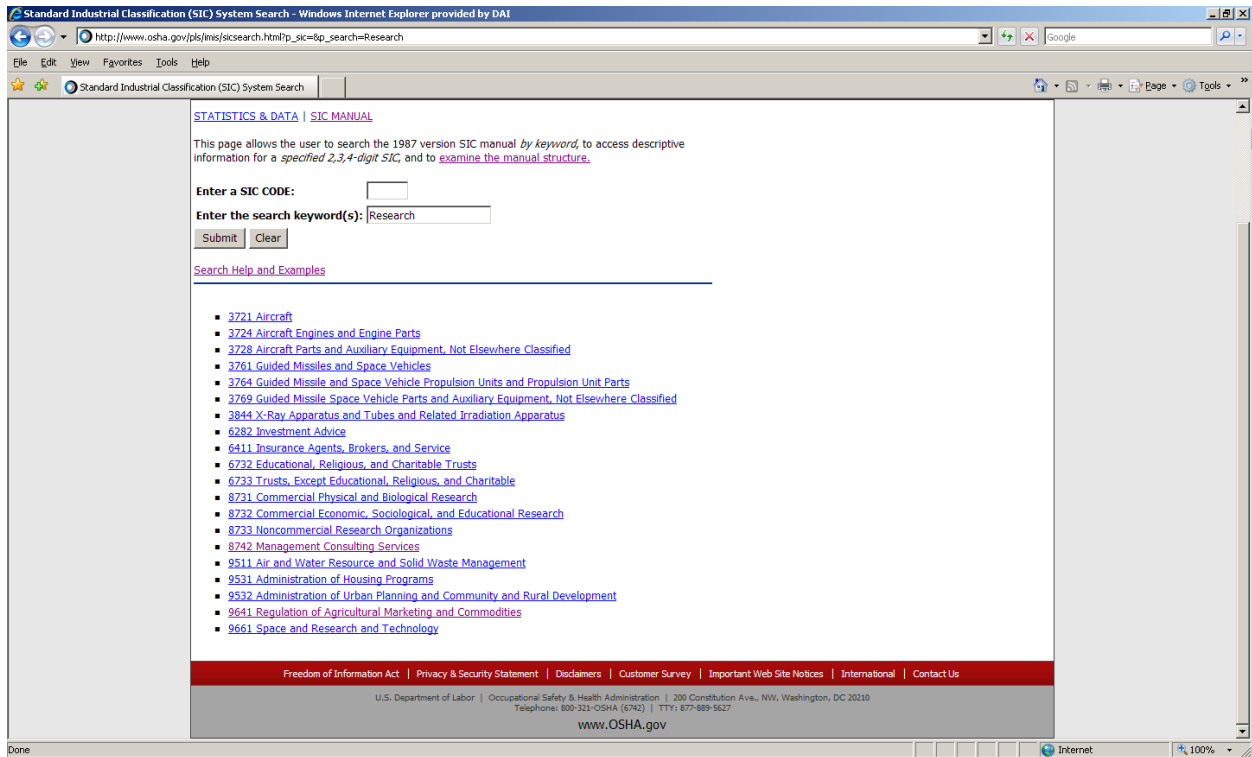
- Street/P.O. Box
- City
- State
- Zip Code + 4/P postal Code
- Country (dropdown menu)
- Organization Information**
 - Executive Name
 - Title (dropdown menu)
 - Primary SIC code
 - Description of Operations
 - Socioeconomic Data (dropdown menu)
 - Number of Employees (includes owners, partners, and/or officers)
 - Annual Sales or Revenue
- Parent Organization (optional)**
 - Name
 - Street
 - City
 - State
 - Zip Code + 4/P postal Code
 - Country (dropdown menu)
- Notes (optional)** (text area)

A "Submit Your Request" button is located at the bottom of the form. At the bottom right of the page, there is a small text link: "If you have technical difficulties, please contact gov@dnb.com".

9. If you are unsure of which SIC Code your organization's core business falls under, please refer to the following website: <http://www.osha.gov/oshstats/sicser.html>

The screenshot shows a web browser window titled "Standard Industrial Classification (SIC) System Search - Windows Internet Explorer provided by DAI". The address bar contains the URL "http://www.osha.gov/pls/lms/sicsearch.html". The page content includes the OSHA logo and "UNITED STATES DEPARTMENT OF LABOR" header. A navigation menu lists "Home", "Workers", "Regulations", "Enforcement", "Data & Statistics", "Training", "Publications", "Newsroom", and "Small Business". The main heading is "Occupational Safety & Health Administration We Can Help". Below this, there is a section for "STATISTICS & DATA | SIC MANUAL" with a brief description: "This page allows the user to search the 1987 version SIC manual by keyword, to access descriptive information for a specified 2,3,4-digit SIC, and to examine the manual structure." A search form is provided with two input fields: "Enter a SIC CODE:" and "Enter the search keyword(s):", along with "Submit" and "Clear" buttons. A link for "Search Help and Examples" is also present. The footer contains links for "Freedom of Information Act", "Privacy & Security Statement", "Disclaimers", "Customer Survey", "Important Web Site Notices", "International", and "Contact Us", along with contact information for the U.S. Department of Labor and the website "www.OSHA.gov".

You will need to enter certain keywords to bring up the potential SIC Codes. In the case above, “Research” was entered as the keyword, and resulted in the following:



PLEASE NOTE: Many of the DAI subcontractors and grantees fall under one of the following SIC codes:

8742 Management Consulting Services

1542 General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses or one of the codes within:

Industry Group 357: Computer And Office Equipment

Industry Group 355: Special Industry Machinery, Except Metalworking

Industry Group 356: General Industrial Machinery And Equipment

Industry Group 359: Miscellaneous Industrial And Commercial



10. Description of Operations- Enter a brief description of the primary services you provide the example below, “agricultural technical assistance” was chosen as the primary function of the business.

Country: AFGHANISTAN

Mailing Address (optional) Same as Physical Address

Street/ P.O. Box:

City:

State:

Zip Code + 4/Postal Code:

Country: Select one

Organization Information

Executive Name: Mohammad Ali

Title: Owner

Primary SIC code:

Description of Operations: Agricultural Technical Assistance

Socioeconomic Data: No special Ownership Status

Number of Employees(includes owners, partners, and/or officers): 10

Annual Sales or Revenue: USD 500,000

Parent Organization (optional)

Name:

Street:

City:

State:

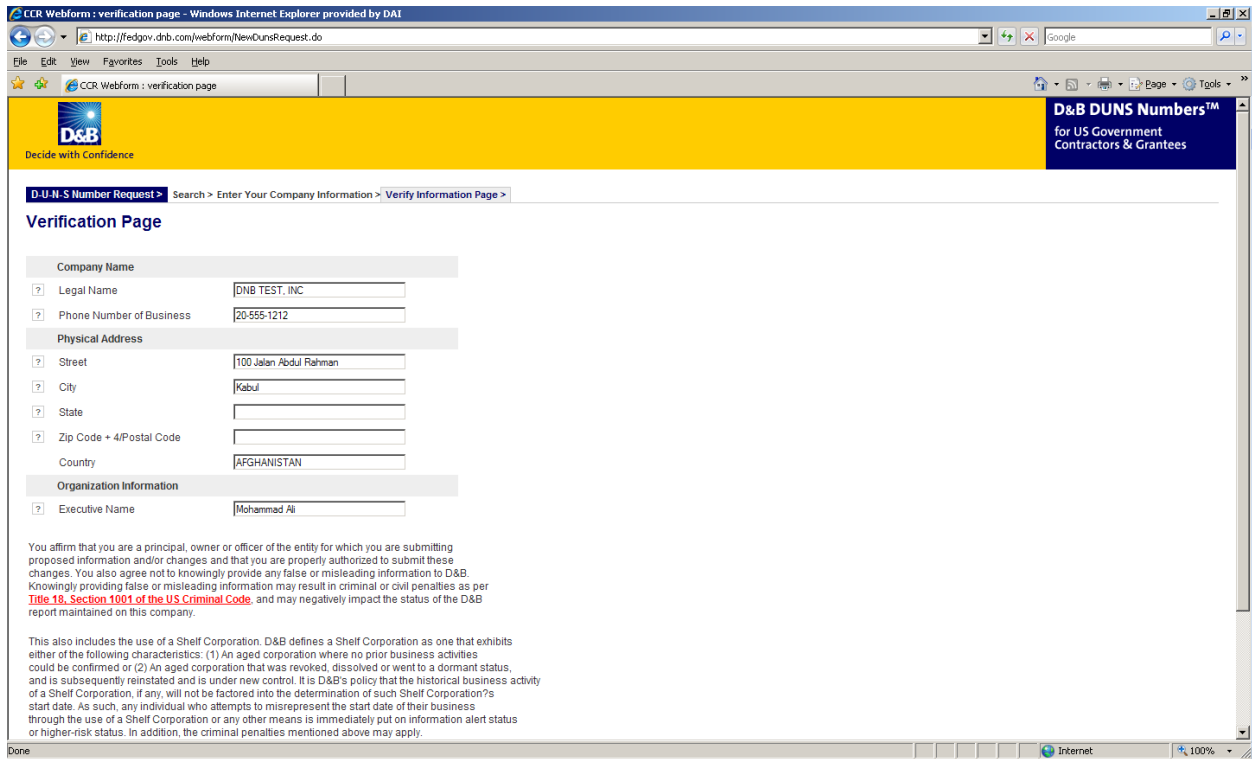
Zip Code + 4/Postal Code:

Country: Select one

Notes (optional)

Submit Your Request

11. The Annual Sales or Revenue figure should be provided in USD (US Dollar) equivalent.
12. Once all of the fields have been completed, click on “Submit Your Request” to be taken to the Verification page.
13. Note: Representative (Principal, Owner or Officer) needs to verify and provide affirmation regarding the accuracy of the data under criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.
14. Once “Yes, Continue” button is clicked, the registration application is sent to D&B, and a DUNS number should be available within 24-48 hours. DUNS database can be checked in 24-48 hours by entering the Business Information in the Search window – which should now display a valid result with the new DUNS number for the entity.



1.4 Attachment D: Self-Certification for Exemption from DUNS Requirement For Subcontractors and Vendors

Legal Business Name:

Physical Address:

Physical City:

Physical Foreign Province (if applicable):

Physical Country:

Signature of Certifier

Full Name of Certifier (Last Name, First/Middle Names):

Title of Certifier:

Date of Certification (mm/dd/yyyy):

The sub-contractor/vendor whose legal business name is provided herein, certifies that we are an organization exempt from obtaining a DUNS number, as the gross income received from all sources in the previous tax year is under USD \$300,000.

*By submitting this certification, the certifier attests to the accuracy of the representations and certifications contained herein. The certifier understands that s/he and/or the sub-contractor/vendor may be subject to penalties, if s/he misrepresents the sub-contractor/vendor in any of the representations or certifications to the Prime Contractor and/or the US Government.

The sub-contractor/vendor agrees to allow the Prime Contractor and/or the US Government to verify the company name, physical address, or other information provided herein. Certification validity is for one year from the date of certification.

1.5 Attachment: Sample of Blanket Purchase Agreement (BPA)

BLANKET PURCHASE AGREEMENT (BPA)

Between

<Project Name>

And

<Vendor Name>

BPA No: <Insert Number>

In response to the quotation(s) dated <Date of quotation>, DAI Global, LLC. (hereinafter, referred to as DAI) is pleased to engage with <Vendor Name> into a Blanket Purchase Agreement (BPA) consisting of the goods and services, at the prices or discounts specified in the table below, in support of <Activity or Grant Name, if applicable>.

FOR DAI:
Name: Title: Date:

ACCEPTED AND CERTIFIED: As a legally authorized representative of the vendor named below, I do hereby certify and agree to the terms and conditions detailed in this BPA.
FOR: <Vendor Name>
Name: Title: Date:

ISSUED BY: DAI Global, LLC.
<Project name, address>

DAI Signatory Authority: <Authorized Name, Title>

VENDOR: <Vendor's name and address>

Vendor Signatory Authority: <Authorized Name, Title>

EFFECTIVE DATES: <Insert Period of BPA, cannot be over one year>

BPA PRICE LIST: The following items can be ordered under this BPA, at the agreed upon discounts or unit prices.

ITEM	DISCOUNT or UNIT PRICE

TOTAL BPA CEILING (OPTIONAL): The [insert project name] estimates, but does not guarantee, that the ceiling price of all purchases released under this agreement may not exceed [insert value].

OBLIGATION OF FUNDS This BPA does not obligate any funds. Funds are only obligated through the issuance of an authorized BPA Release Order.

DURATION OF BPA: This BPA expires as per the effective dates stated above, or when the full ceiling of the BPA, if any, has been expended, whichever is earlier.

DELIVERY SCHEDULE: When orders are placed under this BPA, delivery will be [insert number of days] from the time of the order.

RELEASE ORDER PROCEDURES: Release Orders will be placed against this BPA via [insert delivery method] – for example hardcopy or email].

PLACEMENT OF RELEASE ORDERS: The following individuals are hereby authorized to issue release orders under this BPA:

OFFICE	Authorized Individual (Name and Title)
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DELIVERY TICKETS:

Unless otherwise agreed to, all deliveries under this BPA must be accompanied by receipts that must contain the following information as a minimum;

1. Name of Project
2. BPA Number;
3. Release Order Number;
4. Date of Purchase;
5. Quantity, unit price, and make/model of each item; and
6. Delivery Date

INVOICES:

Invoices will be submitted to the address specified on the cover page. Invoices shall be submitted on a monthly basis, or as otherwise agreed to in writing in this BPA, and will include cumulative amounts for the respective period.

TERMS AND CONDITIONS:

The terms and conditions included in this BPA apply to all purchases made pursuant to it. If there is an inconsistency between the provisions of this BPA and the invoice, the provisions of this BPA will take precedence.

SAMPLE

DAI

TERMS AND CONDITIONS

2. THIS PURCHASE ORDER ("ORDER") IS AN OFFER MADE BY DAI GLOBAL, LLC. OR ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DAI") TO PURCHASE GOODS OR SERVICES ON THESE TERMS AND CONDITIONS, AS MAY BE MODIFIED BY VARYING TERMS PRINTED ON THE FACE OF THIS ORDER (COLLECTIVELY, "TERMS"). BY ACCEPTANCE OF THIS ORDER AND/OR PERFORMANCE HEREUNDER, VENDOR AGREES TO COMPLY FULLY WITH THESE TERMS AND ANY ATTACHMENTS TO THIS ORDER. ANY ATTACHMENTS REFERRED TO IN THIS ORDER ARE HEREBY INCORPORATED HEREIN BY REFERENCE. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THESE TERMS, AND VENDOR'S TERMS AND CONDITIONS IN ACKNOWLEDGING OR ACCEPTING THIS ORDER SHALL NOT APPLY. ACCEPTANCE BY DAI OF THE GOODS AND/OR SERVICES UNDER THIS ORDER IS NOT ACCEPTANCE OF VENDOR'S TERMS AND CONDITIONS. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF DAI HAS ANY AUTHORITY TO BIND DAI CONCERNING THIS ORDER UNLESS SPECIFICALLY STATED HEREIN OR IN A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF DAI'S PROCUREMENT DEPARTMENT. WHEN SPECIFIED BY DAI, VENDOR SHALL COMPLY WITH THE GEOGRAPHIC CODE REQUIREMENTS AS SET FORTH BY THE CLIENT. VENDOR WILL ENSURE THAT IT DOES NOT ENGAGE IN ANY PROCUREMENT ACTIVITY FROM THE FOLLOWING COUNTRIES: CUBA, IRAN, SYRIA, SUDAN AND NORTH KOREA.

1. DEFINITIONS

"Agreement" means the Purchase Order, these terms, and any other mutually executed agreement between vendor and DAI under which this Purchase Order is issued.

"Client" means the US Government or another client of DAI.

"DAI" means DAI Global, LLC., with its principal place of business at 7600 Wisconsin Avenue, Ste 200, Bethesda, MD 20814 or its subsidiaries and affiliates.

"Goods" means goods specified by DAI in the Agreement.

"Order" means the purchase order issued by an authorized DAI representative.

"Services" means services specified by DAI in the Agreement.

"Taxes" means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of services or the supply of goods hereunder.

"Terms" means the terms and conditions specified in the Agreement.

"Vendor" means a party receiving a purchase order from DAI which references the Terms.

2. **Acceptance** - Final inspection and acceptance of goods and services shall be at the DAI receiving point indicated in this Order. Nonconforming goods shall be returned to Vendor, freight collect, and Vendor shall be debited for the transportation costs to DAI plus handling expenses. Such rejected goods shall be deemed to be property of Vendor.

3. **Price And Delivery** - Vendor shall furnish the goods or services in accordance with the price and delivery terms stated herein. TIME AND RATE OF DELIVERY ARE OF THE ESSENCE. Payments are due forty five (45) days after DAI's receipt of a complete and correct invoice. Vendor certifies that each invoice issued by it shall be based solely on Services actually performed by Vendor and Goods actually supplied by Vendor pursuant to a PO, and that no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). Unless otherwise stated, the price terms contained herein include all costs or charges of any kind that will be paid by DAI, and DAI shall not be liable for any other costs or charges, all of which shall be borne by Vendor, including, without limitation, unspecified charges for inspection, packaging and shipping; all federal, state and municipal sales, use and other taxes and duties. Whenever any actual or potential event occurs, including labor disputes, that delays or threatens to delay the timely performance of this Order, Vendor shall give immediate notice thereof to DAI.

4. **Packaging And Shipping** - Vendor shall be responsible for packaging, marking and shipping the goods in accordance with the terms hereof, good commercial practices and all applicable laws. Each package shall be marked with handling instructions, shipping information, Order number and part or item number. An itemized packing list shall accompany each shipment. DAI reserves the right to reject any shipment not meeting these requirements.

5. **F.O.B., Risk Of Loss** - F.O.B. point shall be DAI's location unless otherwise stated in writing by DAI. Goods purchased f.o.b. Vendor's plant or shipping point shall not be considered delivered until they have been accepted at the DAI receiving point indicated herein; however, DAI assumes responsibility at the f.o.b. point for carrier routing, transportation charges, and risk of loss or damage to goods in transit, if properly prepared and packed. Vendor shall bear all risk of loss with respect to any goods rejected by DAI.

6. **Warranty** - Vendor warrants all goods and services delivered or provided hereunder to be non-infringing, free from defect in title, material and workmanship, and fit for the purpose intended for a period of twelve (12) months from delivery to DAI and to meet or exceed the specifications, drawings, or sample specified or furnished and any supplementary documentation referenced herein. Vendor further warrants that all goods and services delivered or provided hereunder comply with requirements of all applicable laws and regulations. This warranty shall survive any inspection, delivery, or acceptance of the goods and services or payment therefor by DAI.

7. **Remedies/Waiver** - If Vendor fails to timely perform its obligations under this Order, DAI reserves the right to terminate this Order for default and purchase the goods or services elsewhere. If any goods or services covered by this Order are defective or non-conforming or fail to meet applicable warranties ("Defective Material"), DAI may, by written notice to the Vendor: (a) terminate this Order for default; (b) accept the Defective Material at an equitable reduction in price; or (c) reject the Defective Material and (i) require the delivery of suitable replacements or re-performance of services or (ii) repair such material, perform such services or purchase the Defective Material elsewhere. DAI may hold Vendor accountable for any additional cost or damages incurred by DAI. All Defective Materials replaced or re-performed by Vendor are subject to these Terms to same extent as items initially furnished or originally ordered. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to DAI, its successors, assigns, employees, students, and users of the goods or services. Rights and

remedies of DAI hereunder are cumulative and in addition to those which DAI has under law and equity. Any waiver by DAI of any particular breach or default hereunder by Vendor shall not constitute a continuing waiver or a waiver of any other breach or default. Approval by DAI of Vendor's proposed design, test plans, and/or procedures and manufacturing process, methods, tooling, or facilities shall not relieve Vendor from meeting all requirements of this Order.

8. Changes - At any time by written notice to Vendor, DAI may change the Order, including the specifications, design, delivery, testing methods, packing, destination or any instructions. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Vendor will give written notice to DAI of any proposed equitable adjustment within ten (10) days of receiving notice from DAI of such changes. Vendor and DAI will negotiate in good faith any proposed adjustments and upon agreement, DAI will incorporate issue an amended Order incorporating the changes. Any change to be valid and binding upon DAI must be in writing and signed by an authorized representative of DAI's Procurement Department.

9. Termination - DAI shall have the right to terminate this Order in whole or in part by providing 14 days prior written notice to Vendor. DAI shall be liable for (a) the price of any items on this Order previously accepted by DAI, and (b) reasonable costs incurred by Vendor for labor and materials for work in process and finished conforming material plus a reasonable profit not to exceed 10% on such items. Such cost plus profit will not exceed the cost of the goods ordered. DAI may elect to take possession of work in process and finished conforming material.

10. Bankruptcy - If any bankruptcy, reorganization or insolvency proceedings, voluntary or involuntary, are instituted by or against Vendor, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, then DAI may cancel this Order and hold Vendor accountable for any costs or damages incurred by DAI.

11. Assignment - DAI and Vendor each binds itself and its successors and assigns to all warranties, covenants, agreements, and obligations contained in this Order. Vendor may not assign or delegate all or any part any of its rights (except to a lending institution in the normal course of business) or obligations hereunder without the prior written consent of DAI, and no such assignment or delegation shall relieve Vendor of any such obligations. Any such assignment or delegation shall be voidable at DAI's election.

12. DAI Property - All materials, tools, drawings, specifications and other items furnished or paid for by DAI shall be identified as DAI property, removable by DAI at any time at no cost, used only in filling DAI Orders, inventoried by Vendor, kept separate from other such materials, treated as DAI confidential information, and disposed of by Vendor when and as DAI shall direct. Vendor shall be responsible for loss or damage to any such DAI property excepting normal wear and tear. Vendor shall be responsible and accountable for all DAI or Client provided property and, where applicable, Vendor shall comply with the requirements of 48 C.F.R. 45.5 with respect to such property. Vendor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, DAI or Client property upon its delivery to Vendor employees. In the event of loss, damage or destruction of DAI or Client property by Vendor, DAI may initiate an equitable adjustment to the Prices in favor of DAI. DAI may direct changes to the Agreement in writing, and Vendor shall comply immediately with such direction. If DAI directed changes increase or decrease the cost or time required Vendor's deliverables under the Agreement, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease.

13. Information Disclosed - Information disclosed to Vendor by DAI contains DAI's confidential information, which Vendor shall not disclose to any third party (except as required by law) without DAI's prior written consent. Unless expressly agreed to in writing by DAI, no information or knowledge disclosed to DAI in the performance of or in connection with this Order shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions as part of the consideration for this Order. Notwithstanding the foregoing, nothing shall restrict or limit the Client's rights with regard to data, tooling, or designs it owns or has a right to use, including the right to authorize the Vendor's use of such data, tooling, or designs in direct contracts between the Vendor and the Client.

14. Publicity - Vendor shall not issue any public announcement regarding this Order or use the DAI name or trademarks without prior written consent of DAI.

15. Indemnification - Vendor, at its sole expense, agrees to defend, indemnify and hold harmless DAI from and/or against any and all claims, damages, costs, liability, and expenses, including reasonable attorneys' fees, that (i) arise out of any breach of representation, agreement, or warranty made by Vendor; (ii) the performance of any service or the delivery, installation, use or service of any item listed on this Order; (iii) are caused in whole or in part by any act or omission of Vendor, Vendor's subcontractor, or anyone for whose acts Vendor may be liable; or (iv) are attributable to bodily injury, sickness, or death; injury to or destruction of property including the loss of use resulting therefrom; interference with the business or operations of any third party; or violation of any governmental law or regulation. This paragraph shall survive the termination of this Order and shall continue in effect until any hearing, litigation, or claims have been finally concluded and settled.

16. Insurance - As a minimum, Vendor shall, at its sole cost and expense, provide and maintain the following insurance coverage and insurance coverage limits: (1) Worker's Compensation: Vendor shall provide and maintain worker's compensation insurance as required by the laws of the applicable jurisdiction, as well as employer's liability coverage with minimum limits of \$1,000,000 (or an equivalent value in the local currency), covering all of Vendor's employees who are engaged in any work under the Agreement; and if any work is subcontracted, Vendor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the Agreement, (2) Commercial General Liability: Vendor shall maintain general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of \$1,000,000 (or an equivalent value in the local currency) combined single limit (where the defense is in excess of the limit of liability); (3) Automobile: Vendor shall maintain automobile liability insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Agreement, and the minimum combined single limit shall be \$1,000,000 (or an equivalent value in the local currency) bodily injury and property damage, including: (a) \$500,000 (or an equivalent value in the local currency) uninsured/underinsured motorist; and (b) \$5,000 (or an equivalent value in the local currency) medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Vendor under the Agreement. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage in accordance with the governing jurisdiction(s). Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with applicable laws or the Agreement. The limits of coverage under each insurance policy maintained by Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

17. Intellectual Property - Vendor grants DAI all rights and licenses necessary for DAI to use the Goods or Services. The parties acknowledge and agree that all Services shall be deemed to be "works for hire", with all intellectual property rights therein vesting in DAI, unless otherwise mutually agreed. Vendor agrees to irrevocably transfer and assign all such rights to DAI, and comply with all reasonable requests by DAI to affect such transfer and assignments. Vendor represents and warrants that the materials delivered hereunder and their use by DAI will not infringe upon or misappropriate any patent, copyright, trademark, trade secret or other property right of Vendor or any third party or require any payment by DAI in respect of such rights to Vendor or any third party. Vendor agrees to indemnify and hold harmless DAI for any breach of the foregoing representation and warranty in accordance with the paragraph entitled "Indemnification."

18. Compliance - Vendor shall comply with all laws and regulations of Federal, State, or local governments, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations ("ITAR"), the Department of Commerce and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. Vendor shall give all notices and obtain all permits and licenses required under such laws. The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. 78dd-2", et seq., make it unlawful for U.S. concerns, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Vendor acknowledges and understands that Vendor must comply fully with the anti-bribery provisions of the FCPA. Specifically, Vendor understands and agrees that it shall be unlawful for Vendor to pay, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist DAI in obtaining or retaining business for or with, or directing business to, DAI. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity. Vendor understands all applicable laws relating to kickbacks. Vendor agrees to periodically verify its compliance with such laws and to inform DAI immediately of any violations thereof. Vendor shall maintain a Code of Business Ethics and Conduct in accordance with the provisions of FAR 52.203.13. The provisions of 22 C.F.R. Part 140, Prohibition of Assistance to Drug Traffickers apply to Vendor and shall have the same effect as if they were stated in their full text. Vendor shall take affirmative action in compliance with all Federal and State requirements concerning fair employment, employment of the handicapped, employment of veterans, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap as described in 48 C.F.R. 52.222-26, Equal Opportunity, 48 C.F.R. 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, and 48 C.F.R. 52.222-36, Affirmative Action for Workers with Disabilities. The provisions of 48 C.F.R. 52.222-50, Combating Trafficking in Persons, apply to Vendor and have the same effect as if they were stated in their full text. Vendor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Vendor to ensure compliance with these Executive Orders and laws. In addition, the following FAR provisions shall apply as required by the terms of the prime contract or by operation of law or regulation, and shall be incorporated with the same force and effect as if they were given in full text: 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21 (US Vendors only), 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91, 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements, 52.219-8, Utilization of Small Business Concerns (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities (US Vendors only), 52.219-8, Utilization of Small Business Concerns (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities (US Vendors only), 52.222-17 Nondisplacement of Qualified Workers, 52.222-21 Prohibition of Segregated Facilities (US Vendors only), 52.222-37 Employment Reports on Veterans (US Vendors only), 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (US Vendors only), 52.222-41 Service Contract Labor Standards (US Vendors only), 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (US Vendors only), 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, 52.222-54 Employment Eligibility Verification (US Vendors only), 52.222-55 Minimum Wages Under Executive Order 13658 (US Vendors only), 52.222-60 Paycheck Transparency (Executive Order 13673) (US Vendors only), 52.222-62 Paid Sick Leave Under Executive Order 13706 (US Vendors only), 52.224-3 Privacy Training (US Vendors only), 52.225-26 Contractors Performing Private Security Functions Outside the United States, 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (US Vendors only), 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (US Vendors only), 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (US Vendors only). The full text of the FAR clauses referenced herein may be found at <https://www.acquisition.gov>. In all clauses listed herein, terms shall be revised to suitably identify the parties to establish Vendor's obligations to DAI and to the Client, and to enable DAI to meet its obligations under the prime contract or higher-tier subcontract. If any of the FAR clauses listed herein do not apply to this Order, such clauses shall be considered self-deleting. The effective versions of the FAR clauses referenced herein are based on the dates the clauses were in effect at the time of this agreement or the versions of the clauses that were included in the prime contract that this purchase order supports, as applicable. Vendor agrees to flow down all applicable FAR and supplementary clauses to any lower-tier subcontractors or vendors working pursuant to this Order.

19. Exports - Vendor agrees to comply with all U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Vendor agrees to notify DAI if any deliverable under the Agreement is restricted by export control laws or regulations. Vendor shall immediately notify DAI if Vendor is, or becomes listed in any Denied Parties List or if Vendor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. Vendor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Vendor, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this section. Vendor shall include the Terms of this section in all subcontracts issued when technical data is provided to such subcontractors.

20. DAI Requirements - Vendor will ensure that its employees, agents, or designees, when in or upon DAI's premises, shall obey all ethics and business conduct, workplace health, safety and security rules and regulations established by DAI, regarding the conduct of its own employees and any additional rules and regulations established by DAI for non-employees, including without limitation, security rules, and regulations.

21. Governing Law - This Order and the acceptance thereof shall constitute a valid, binding, and enforceable contract governed by the laws of the State of Maryland, without regard to its principles of conflicts of law. Notwithstanding the foregoing, any dispute arising out of the performance of the Order or the Agreement, and to which the Client is a party, shall be governed exclusively by United States Federal Law.

22. General - If any clause of this Order is held as a matter of law to be unenforceable or unconscionable, the remainder of this Order shall be enforceable without such clause. This Order supersedes and replaces any previous documents, correspondence, conversations, or other oral or written understandings between DAI and Vendor related to the subject hereof. This Order cannot be amended, changed, or modified in any respect unless each such, amendment, change, or modification shall have been agreed upon in writing, signed and delivered by each party hereto.

23. Exclusion Of Damages - DAI shall not be liable for any consequential, punitive, exemplary, special or other indirect damages, in contract, tort or otherwise in any action arising out of this Order. DAI will not be liable for any amount in excess of the amounts paid or payable to Vendor hereunder.

24. Employee Whistleblower Protections - This clause does NOT apply if (i) the Prime Award as identified on the first page of this Order is "Contract" AND (ii) the Order's total value is less than USD 150,000.

This clause requires the vendor to (1) Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and (2) Include such requirement in any subaward or subcontract made under this award. 41 U.S.C. § 4712 states that an employee of a vendor may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following (1) Gross mismanagement of a Federal contract or grant; (2) A gross waste of Federal funds; (3) An abuse of authority relating to a Federal contract or grant; (4) A substantial and specific danger to public health or safety; or (5) A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to (1) A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee; (2) A cognizant U.S. Inspector General; (3) The U.S. Government Accountability Office; (4) A Federal employee responsible for contract or grant oversight or management at the relevant agency; (5) A U.S. court or grand jury; or, (6) A management official or other employee of the vendor who has the responsibility to investigate, discover, or address misconduct.

25. Pay Transparency Nondiscrimination Provision- This provision applies to Vendors that (1) hold a single federal contract, subcontract, or federal assisted construction contract in excess of \$10,000; (2) has federal contracts or subcontracts that have a combined total in excess of \$10,000 in any 12-month period; or (3) hold government bills of lading, serves as a depository of federal funds, or is an issuing and paying agency for U.S. savings bonds and notes in any amount.

The vendor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to such compensation information, unless such disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.