

## REQUEST FOR PROPOSAL

Issue Date: **13 August 2010**  
RFP Number: 3879-153-Namibia-01  
Last Date to Submit Questions: 20 August 2010  
Closing Date: 3 September 2010  
RFP: Improving Social and Behavior Change Communications to address High Vulnerability of Women aged 20-34 to HIV Infections in Namibia

Ladies/Gentlemen:

The Academy for Educational Development (AED), a USAID recipient, is hereby seeking a proposal from qualified organizations to collect qualitative data for the research on the high vulnerability of women aged 20-34 to HIV infections in Namibia. The results of the research are intended (i) to increase our understanding of how social norms, socio-behavioral and contextual factors influence vulnerability of women 20-34 to HIV infection, and, (ii) provide insight into the significance of community leadership and other community-level approaches to address female vulnerability. The research is more fully described in the Scope of Work section of this Request for Proposals (RFP). This service is being procured for the USAID **Communication for Change Project (C-Change)**, which is managed by AED. In issuing this RFP, AED/ C-Change is not acting as an agent or on behalf of USAID, and USAID is not a party to any subcontract resulting from this RFP.

If you or your organization will be submitting a proposal, please submit a signed electronic version via email to Collin Smith at [csmith@aed.org](mailto:csmith@aed.org). Proposals must be received no later than 5:00 PM, Eastern Standard Time (EST) on the closing date indicated above. All proposals must be valid for a period of not less than ninety (90) calendar days from the closing date indicated above. All proposals, and modifications thereof, should be submitted in English with the name and address of the offeror and RFP Number inscribed thereon.

Evaluation and ranking of proposals will be done by the AED/C-Change officials and it is contemplated that a fixed price subcontract will be awarded to the offeror whose proposal represents the best value to AED/C-Change, according to the selection criteria listed in this RFP. Once the fixed price subcontract is awarded, the offeror must return a signed copy of the same to AED/C-Change within twenty-four (24) hours.

Issuance of this RFP does not constitute an award commitment on the part of AED/C-Change nor does it commit AED/C-Change to pay for the costs incurred in the submission of a proposal. AED/C-Change reserves the right to limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Furthermore, AED/C-Change reserves the right to reject any or all bids received, and to negotiate separately with an offeror, if such action is considered to be in the best interest of AED/C-Change client organization, the United States Agency for International Development. Only the winning offeror will be contacted.

Please read the instructions carefully before submitting your proposal. Any discrepancy in following the instructions or contract provisions may disqualify your proposal without recourse or an appeal for reconsideration at any stage.

Any explanation desired by a prospective offeror regarding the meaning or interpretation of this solicitation must be requested in writing by 20 August 2010. Any additional information given to a

prospective offeror will be considered an amendment of the solicitation and will be provided to all other prospective offerors.

Respectfully,

Bamikale Feyisetan, PhD  
C-Change  
Senior Research Specialist



## **I. THE BIDDING PROCESS AND NATURE OF THE AWARD**

The purpose of this Request for Proposal (RFP) from AED/C-Change is to solicit proposals from organizations that are capable of collecting qualitative data for a research study on HIV/AIDS in Namibia. AED/C-Change expects to negotiate and award a fixed price subcontract. Interested offerors should prepare and submit their proposal to AED/C-Change as specified in the “Requirements for Responding” section of this RFP.

## **II. BACKGROUND**

C-Change (Communication for Change Project) is USAID’s flagship project for improving the effectiveness and sustainability of communication programs across multiple sectors: population, health, environment and civil society. The program is designed to achieve results in four areas: 1) implement evidence-based scaled-up health and development communication programs applying best practices for behavior change; 2) transfer health and development communication skills and knowledge to developing country institutions; 3) integrate health and development communication within the wider public health and development agendas; and 4) generate and share knowledge about applying effective social and behavior change communication to address emerging health and development issues.

The purpose of the study being contracted under this RFP is to understand the social norms, socio-economic and contextual factors that interact with the established drivers<sup>1</sup> of the HIV epidemic with a view to informing appropriate communication strategies to minimize new infections among women aged 20-34<sup>2</sup>. Studies have shown that in many parts of Africa, the AIDS epidemic is aggravated by social and economic inequalities between men and women and that sexual relationships are often dominated by patriarchal values and norms with the result that women cannot always practice safer sex even when they know the risks involved. Of concern in recent years is the high HIV prevalence among women aged 20-34, particularly in Southern African countries where women in their late 20s and early 30s have the highest HIV prevalence in comparison to men and women in other age groups. Since the main mode of HIV transmission in Africa is unprotected sex, the data suggest that current social and behavior change communication (SBCC) campaigns aimed at mitigating risky sexual behaviors, might not be adequately addressing the factors that make this category of women highly vulnerable to HIV infection. While current communication programs target identified drivers of the epidemic they might have failed to address the social norms, socio-economic and contextual factors that produce and sustain these behaviors. For instance, while there have been several communication programs to promote condom use, there are few, if any, that address the cultural norms that may undermine use of condoms. In spite of the increasing age at marriage, there are still some communities that encourage childbearing even outside of marriage by stigmatizing childlessness or failure to have a child by the time a woman reaches a certain age. In such communities, the pressure to have a child could make unmarried women have unprotected sex with different sexual partners with the hope that pregnancy would result from one of the sexual encounters.

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<sup>1</sup> For this study, the drivers of the epidemic include multiple concurrent sex partners, low condom use, early sexual debut, transactional sex, premarital fertility, alcohol consumption, and violence against women.

<sup>2</sup> Although the initial plan was to focus on HIV vulnerabilities of women aged 25-34 years, consultations with stakeholders, including researchers, underscore the need to include women aged 20-24. According to these key informants, the social norms and contextual factors that produce conditions of vulnerability begin in the early 20s, thus making it relevant to include the 20-24 year age group

Also, social acceptability of multiple sexual partnerships and the monetary and material benefits associated with the practice particularly in situations where marriage occurs only later in life, could facilitate and sustain this practice even when it is known that the practice could make one highly vulnerable to HIV infection. Yet, campaigns focus on individual sexual behaviors and not on the multiple logics and rationale that underpin them. Since the campaigns address what people are doing and not the relevant underlying factors, communication messages may fail to resonate with the life situations of these women and consequently the pattern of high incidence of infection among women remains.

To make the SBCC programs more effective, AED, in collaboration with the ministries of Health and other agencies in South Africa/Namibia is subcontracting this study to understand the social norms and the socio-economic and contextual factors that interact with the established drivers of the HIV epidemic with a view to informing appropriate communication strategies to minimize new infections among women in the most affected age range.

### III. SCOPE OF WORK

The selected research organization, hereafter referred to as the “Subcontractor” shall conduct a study to obtain data from women and men aged 20-34 and men aged 25-44<sup>3</sup> in rural and urban areas of Namibia using focus group discussions (FGD) and in-depth interviews (IDI). The Subcontractor shall ensure the study takes place in four to six communities with different levels of HIV infection. The Subcontractor shall ensure the FGD and IDI cover issues related to social norms and socio-economic and contextual factors that underpin the risk behaviors that drive the HIV epidemic. They shall be used to address such questions as:

- What are the social norms and socio-economic and contextual factors that make women in their twenties and early thirties engage in risky sexual behaviors<sup>4</sup> that make them highly vulnerable to HIV infections?
- To what extent do current communication campaigns, themes and messages address the social norms and socio-economic and contextual factors that make women aged 20-34 engage in risky sexual behaviors which make them highly vulnerable to HIV infections? How adequate are the communication channels in getting the messages across to the women?
- What informal social networks are available and/or used by women to discuss social norms and/or conditions that facilitate and sustain vulnerability to HIV? How can these social networks be used to provide needs-based HIV prevention information?

Unlike studies that focus on the drivers of the epidemic, the Subcontractor shall ensure the study gains a deeper understanding of the socio-cultural aspects including familial and community expectations that contribute to risk behaviors with a view to developing strategies to reduce these behaviors. The Subcontractor shall also collect information community leaders and other stakeholders to understand their perceptions on the issues being discussed as well as to explore the potentials for integration into community-centric responses to reducing vulnerability among women.

Because initial consultations with stakeholders indicate that vulnerability to HIV infection and the factors that influence it among women aged 20-34 may vary by relationship status (including marital status, cohabitation, and multiple partnerships), employment status, mobility, whether or not the woman has a

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<sup>3</sup> Information will be collected from men in order to determine their perceptions of the causes of high vulnerability of women in the 20-34 year age group to HIV infections. Because men are generally older than their female sexual partners in Africa, we have decided to select men from older age brackets.

<sup>4</sup> The risky sexual behaviors include those identified above under vulnerability factors – multiple sexual partnerships, low condom use, early sexual debut, transactional sex

dependent child to support, and exposure to sexual relationships with high risk men, the Subcontractor shall conduct the FGDs with women aged 20-34 among different groups of women that include:

- Unmarried and non-cohabiting
- Married or unmarried cohabiting
- Unmarried and employed
- Unmarried and unemployed

The Subcontractor shall conduct FGDs with men aged 25-44 that include the following categories:

- Employed
- Unemployed
- Mobile
- Married and unmarried

The Subcontractor shall ensure that the composition of focus groups in each site is as indicated in the table below:

Table 1: Proposed composition of focus groups<sup>5</sup>

Categories	20-24		25-34		35-44	
	Urban/ Peri-Urban	Rural	Urban/ Peri-Urban	Rural	Urban/ Peri-Urban	Rural
Female (unmarried, non-cohabiting)	X	X	X			
Female married or unmarried/cohabiting			X	X		
Female (Unmarried, employed)			X	X		
Female (unmarried, unemployed, including those with partner unemployed)	X		X	X		
Female mobile/migrant work seekers and employed migrants			X	X		
Male (unmarried, non-cohabiting)			X		X	X
Male (Married or/and unmarried, cohabiting)			X		X	X
Male (mobile/migrant work seekers and employed migrants)			X		X	

The Subcontractor shall conduct the IDIs with at least eight individuals at each site including:

- Older family members of younger women
- Community leaders

<sup>5</sup> It is not expected that all groups will be composed in each urban/peri-urban or rural site. However, across sites, we hope to have all the groups represented.

- Traditional leaders
- Religious leaders

The Subcontractor shall conduct a maximum of 40 IDI in the country.

The Subcontractor shall convene each FGD at a venue where there is unlikely to be interruption or excessive noise interference and convenient to participants. The Subcontractor shall conduct FGDs for durations of 1.5 to 2 hours each. The Subcontractor shall ensure each FGD consists of 6-8 members. To recruit the FGD participants, the Subcontractor shall seek the assistance of community health workers and community-based organizations. The Subcontractor shall commence discussions with introductions and clarifications about the purpose and procedures of the focus group. The Subcontractor shall brief participants on the need for confidentiality and shall ask them to complete consent forms that outline the investigators' commitment to confidentiality. The Subcontractor shall conduct discussions in a common language (or languages) agreed upon between the facilitator and participants.

The Subcontractor shall ask participants to provide their age, employment status and marital status. The Subcontractor shall facilitate discussions with a guide that contains questions on a range of topics. Topics may vary depending on the specifics of each group. The Subcontractor shall ensure the group has a main facilitator who will introduce and guide the discussion. The Subcontractor shall ensure that a co-facilitator manages recording equipment and takes detailed notes. The Subcontractor shall ensure the entire proceedings of the focus group are digitally recorded. Following the discussion, the Subcontractor shall offer the participants refreshments and thank them for their contribution.

The Subcontractor shall ensure in-depth interviews also include introductions and opportunity for clarifications, and shall proceed after the completion of a consent form. The Subcontractor shall also digitally record the discussion. The Subcontractor shall ensure the discussions in FGDs and IDIs take into consideration the language of preference of participants. Depending on the capacity of the facilitator, the Subcontractor shall utilize the language/s most preferred.

The "Subcontractor" shall be responsible for ensuring that all research activities are carried out with the highest quality in order to ensure that the results are valid.

For this study, the Subcontractor shall:

- (i) Identify the social norms, socio-economic and contextual factors that produce and sustain the risky behaviors that make women 20-34 highly vulnerable to HIV infections;
- (ii) Examine the extent to which existing SBCC campaigns, billboards, brochures/flyers address the social norms, socio-economic and contextual factors that produce and sustain the drivers of the epidemic; and,
- (iii) Identify informal social networks that can be used by women to discuss social norms and/or conditions that facilitate and sustain vulnerability to HIV and to receive needs-based HIV prevention information.

To achieve these objectives, the **Subcontractor shall conduct a maximum of 40 FGD as composed above and a maximum of 40 IDI across sites in Namibia.**

The Subcontractor shall closely coordinate its research and facility survey activities with AED/C-Change, the Ministry of Health, and other Collaborating Agencies (CAs) to ensure that the knowledge produced will be immediately available in developing appropriate SBCC interventions to reduce vulnerability to HIV infections among women aged 20-34. The Subcontractor shall participate in a meeting at the end of the study where results will be presented to stakeholders. The Subcontractor shall also ensure that transcribed data are available to the principal investigators as scheduled.

In summary, the Subcontractor shall accomplish the following activities:

- Conduct a minimum of 30 and a maximum of 40 FGD across selected communities in Namibia, ensuring that the focus groups are as proposed.
- Conduct a minimum of 30 and a maximum of 40 IDI across selected communities in Namibia, ensuring that different groups of community leaders are interviewed.
- Transcribe the discussions and interviews and translate them into English. Each transcribed FGD and IDI should have the following headings: Description of group/individual; name of facilitator; name of co-facilitator (FGD only); name of translator; name of transcriber; date of discussion/interview; duration of discussion/interview; main language of discussion/interview; number of participants (FGD only); age range of participants/age of interviewee; demographic characteristics of participant(s) including number married, number employed, number of children (FGD only); number of adults and children co-residing with participant (FGD only)
- Co-facilitate with AED/C-Change staff a meeting to disseminate research findings and outline SBCC program issues.

#### **IV. TIMELINE**

The Subcontractor shall be responsible for following the timeline of activities for the study so that the timeline is adhered to and the work completed in a timely manner. AED C-Change anticipates awarding the contract by September 30, 2010 by when the selected firm should be prepared to commence work. All data collection shall be completed by December 15, 2010.

#### **V. DELIVERABLES**

The following list outlines milestones and deliverables to be completed to fulfill the contract. Deliverables are to be submitted in electronic form by the Subcontractor to the designated C-Change contact person(s). Please note that, in most cases, multiple drafts of the deliverable shall need to be submitted by the Subcontractor to C-Change for feedback before the deliverable can be considered final and approved, fulfilling the terms of the contract.

The Subcontractor shall complete the following tasks by the dates listed below:

<b>Task</b>	<b>Date to be accomplished</b>
1. Data collection – FGD and IDI	November 15, 2010
2. Data transcription and translation and submission to AED/C-Change	December 15, 2010
3. Participation in the dissemination of the report to stakeholders	January 30, 2011

## VI. PROPOSALS

### Proposal Guidelines

Prospective offerors shall ensure their proposals include the following:

- Cover Page
- Proposal Narrative including Monitoring and Evaluation Plan: Applicants should limit their proposal narrative to 10-12 pages in total (relevant staff CVs, 1420s, and budget are not included in this page limit). The proposal narrative should include a detailed description of the FGD and IDI processes. Describe the type (in terms of education and experience in qualitative studies) of research assistants that will be engaged for this study, how the research assistants will be trained, how the FG participants will be composed, how the in-depth interviewees will be identified, how the data will be transcribed and how you will ensure quality of data. Please include a timeline of activities and your proposed methods of monitoring the implementation of the activities.
- Organizational Capability: A description of existing or recent similar study that your organization has conducted as well as how well the results were accepted by the client(s).
- Proof of legal registration (or other documents to show that you are permitted) to conduct research in South Africa/Namibia.
- Proof of satisfactory completion of annual financial audits (provide contact information of audit firm).
- References: A list of references for the organization, including complete and current **names, title and contact information (phone and or e-mail) for each.**
- Cost Proposal (see Annex A) in Namibia Dollar: **Budgets must be provided in Excel.**
- A brief narrative explanation and justification for each line item must be included in a separate section entitled “budget notes” and include data to support actual costs and/or methodologies to support cost estimates. Budget notes serve as justification for each cost included in a budget; they should be presented in such a way as to be easily referenced from the budget; and they should provide sufficient information so that AED may sufficiently review a proposed budget for reasonableness. All projected costs must be in accordance with the organization’s standard practices and policies.
- The resume and the USAID 1420 form for all **key** personnel included in the proposals (see Annex B).
- Complete contact information in order for AED to respond to proposals, respond to issues raised by offerors to this RFP, and negotiate the purchase order. Complete contact information includes names, titles, and responsibilities for personnel; organizational street and mailing addresses; and phone/fax numbers and e-mail addresses of key individuals. Any additional relevant administrative/organizational information should also be provided.
- Financial documentation that can justify the overhead rate charged, if any (for example, a US government agency approved negotiated indirect cost rate agreement (NICRA) or audit income statements).

The offeror should read the instructions carefully before submitting a proposal. Any discrepancy in following these instructions or contract provisions may disqualify a proposal without recourse on an appeal for reconsideration at any stage.

All written proposals submitted must be valid for a period of not less than ninety (90) calendar days from the closing date indicated above.

Although present plans are to enter into discussions with those firms most highly ranked following evaluation of proposals, AED reserves the right to award without discussions. Hence, proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the offeror can submit to AED.

**Submission of Proposals**

Proposals should be submitted by 3 September 2010 at the close of business 5:00 PM Washington, DC time. Proposals should be submitted electronically to Collin Smith at csmith@aed.org.

**Evaluation of Proposals**

All proposals received by the stated closing date will be evaluated and ranked according to the conditions described in selection criteria below. Each proposal will be evaluated based on evidence of the following items.

<b>Proposal Evaluation Criteria</b>	<b>Weight</b>
<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• Organisation’s experience in conducting qualitative studies indicating clients or source of funding for past studies</li> <li>• Relevance of proposed staff’s skills and experience to research activities (include staff CVs).</li> <li>• Experience working with international organizations</li> </ul>	25 points
<p><b>Organizational Capacity and Relevance</b></p> <ul style="list-style-type: none"> <li>• Organisation has in place acceptable procedures for financial accountability.</li> <li>• Evidence that the organization has recently undergone successful financial audit (last two years).</li> <li>• Evidence that the organisation is legally registered as a research outfit (or is permitted to conduct research) in Namibia.</li> </ul>	20 points
<p><b>Technical</b></p> <ul style="list-style-type: none"> <li>• Proposal provides a comprehensive description of staff training, participants’ selection procedure, data collection and data transcription activities.</li> </ul>	35 points
<p><b>Budget</b></p> <ul style="list-style-type: none"> <li>• Reasonableness of costs to cover research activities</li> <li>• Detailed and comprehensive cost presentation</li> <li>• Concordance of the budget with the proposed activities (cost realism)</li> </ul>	20 points
	<b>100 points</b>

The contractor(s) securing the highest score will be invited for negotiations. Only offerors who score 70 or greater against will be considered in the competitive range.

## **VII. AWARD AND NOTIFICATION OF SELECTED PROPOSALS**

1. Upon receipt of the proposals, AED/C-Change staff will screen applications to guarantee conformity with the eligibility criteria described above. Applications that conform to the requirements will be assessed in accordance with the evaluation criteria. Successful applicants may be contacted by AED/C-Change staff to arrange a preliminary pre-award organizational assessment to determine if applicants have the required program implementation, financial management and accountability structures in place before a final selection is made.
2. Prior to the expiration period of proposal validity, AED will notify the successful offeror who submitted the highest scoring proposal in writing by registered letter, email, or facsimile and invite it to negotiate the contract.
3. The aim will be to reach agreement on all points, and draft an initial contract by the conclusion of negotiations.
4. Negotiations will commence with a discussion of the offeror's technical proposal, the proposed methodology, schedule of activities, staffing and any suggestions you may have made to improve upon the Scope of Work. Agreement must then be reached on the final deliverables, staffing, logistics and reporting. Special attention will be paid to define clearly the inputs required from AED to ensure satisfactory implementation of the assignment.
5. Changes agreed upon will then be reflected in the financial proposal, using proposed unit rates.
6. Having selected the Subcontractor on the basis of an evaluation of proposed key professional staff among other things, AED expects to negotiate a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be actually available. AED will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
7. The negotiations will be concluded with a review of the draft form of the contract. AED and the offeror shall finalize the contract to conclude negotiations.
8. The contract will be awarded after successful negotiations with the selected offeror. If negotiations fail, AED will invite the offeror having obtained the second highest score to contract negotiations.
9. Issuance of this Request for Proposal does not constitute an award commitment on the part of AED nor does it commit AED to pay for the costs incurred in the submission of a proposal to the RPP. Furthermore, AED reserves the right to reject any or all offers received and to negotiate separately with an offeror, if such action is considered to be in the best interest of AED's client organization, the U.S. Agency for International Development.
10. AED may evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to AED based on the technical factors specified in this solicitation and the price.

AED reserves the right to:

- (a) Reject any or all offers;
- (b) Accept other than the lowest-price offer; and/or
- (c) Waive informalities or minor irregularities in offers received.

11. Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However, joint ventures between firms on the shortlist are not permitted without the prior approval of AED. The request for a joint venture should be accompanied with full details of the proposed association.

## GENERAL TERMS & CONDITIONS

1. Offer & Agreement. The following terms together with such terms as are set forth on the face of this agreement, with such other documents as may be incorporated by reference or attached hereto, and with such additional terms as are approved in writing by the Academy for Educational Development Inc., hereinafter referred to as "AED" in any Change Notice issued to this order, constitute the offer of AED to Vendor and shall, when accepted, constitute the entire order or contract between AED and Vendor. AED hereby gives notice of its objection to any different or additional terms. This agreement shall be deemed to have been accepted upon Vendor's signed acceptance on the cover of this order or commencement of performance (whichever is applicable). Any reference herein to any proposal, quotation, or other communication by Vendor shall, unless indicated to the contrary herein, be deemed to be limited to the description of the services and to be limited by the terms set forth or incorporated by reference herein.
2. Terms of Payment. Vendor shall invoice AED at the address indicated in Block 6 to the attention of the AED Purchase Agent (Block 10). Vendor shall be paid services not later than thirty (30) days after completion/acceptance of the required supplies and receipt of an acceptable invoice requesting payment.
3. Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable federal, state, municipal, other country-specific governmental agencies and local laws, ordinances, rules, orders, requirements and regulations as may be applicable under each jurisdiction covering the work, products or services provided under this agreement. Compliance with all laws shall include the payment of all applicable and required taxes resulting from this transaction.
4. Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to AED upon acceptance of such product/service by AED.
5. Inspection. (a) All material and work in progress may be inspected by AED prior to final acceptance. If any inspection, whether preliminary or final, indicates any reasonable deficiency, then Vendor shall be given sufficient time to correct that deficiency. All inspections shall be performed in such manner as will not unreasonably delay the work. (b) Vendor shall work within professional standards and limitations specified on work statements, drawings and specifications covering the work and shall make such inspections as are deemed necessary to insure Vendor compliance, unless deviation there from is authorized in writing by AED. (c) All shipments of materials shall be subject to final inspection by AED after receipt by AED at destination. If material supplied or work performed by Vendor is found to be defective, Vendor shall be given

the opportunity to correct any deficiencies within a reasonable period of time. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall, if so requested by AED and at its own expense, promptly make all necessary replacements. Vendor shall provide immediate notice to AED of any potential failure on the part of its suppliers to provide supplies/services required hereunder. Vendor is responsible for any deficiency on the part of its suppliers. **VENDOR SHALL BE RESPONSIBLE FOR ANY COSTS OF REPROCUREMENT ADDITIONAL TO THE AGREED UPON PRICE HEREIN AS MAY BE NECESSARY FOR AED TO SECURE THE SUPPLIES/SERVICES AS A RESULT OF VENDOR'S INABILITY TO PERFORM.** (d) Final inspection and acceptance by AED shall be conclusive except for latent defects, fraud, or such gross mistakes as amount to fraud or for any rights provided by any warranty of the product.

6. Force Majeure. The Vendor shall not be liable by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of Vendor. Such cases may include, but are not restricted to, acts of God, acts of government or municipal or other authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of its suppliers.
7. General Warranty. Vendor warrants all supplies/services to be free from all materials defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Vendor agrees to pass on all manufacturer's warranties to AED.
8. Liens. Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to AED free and clear of all liens, claims, and encumbrances.
9. Termination. (a) This Order may be terminated upon default of either party in meeting its obligations hereunder. (b) This order may be terminated for convenience provided: (i) the AED provides ten days advance written notice to Vendor, (ii) Vendor shall be reimbursed all costs incurred to time of termination inclusive of any associated administrative costs, restocking charges, vendor cancellation charges and settlement costs, and (iii) mutual agreement of a complete and accurate termination settlement proposal by the Vendor. (c) This order may be terminated for constructive default in the event that the AED has reasonable cause to believe that the Vendor will not be able to complete the required supplies/services in accordance with the terms and conditions specified. In the event of failure of the Vendor to deliver/complete any part of this order, then AED shall, at its sole discretion, have the right to accept any delivered/completed part and unilaterally reduce the agreed upon price accordingly. (d) AED acceptance of partial deliveries shall not constitute a waiver of any of the Vendor's remaining obligations hereunder. (e) The preceding paragraph (d) shall not limit any legal rights of either party to cancel this order by reason of any default, and AED further reserves the right to cancel this order without further liability for articles not accepted by AED in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or assignment.
10. Computer Software Licenses. Vendor agrees to specifically identify to AED any and all computer software licenses ("including shrink-wrap") as may convey to the AED. The Vendor agrees that any and all computer software developed in the performance of this order using AED monies shall, unless otherwise agreed, become and remain the property of AED.

11. **Work Product Presumptive Academy Property.** All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Contractor in the course of Contractor's service to AED shall be considered a work made for hire, or otherwise AED property. During this agreement and thereafter, Contractor agrees to take all actions and execute any documents that AED may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (AED shall pay all related expenses). Contractor shall identify all materials in which Contractor intends to exempt from this provision prior to the use or development of such materials.
12. **Rights in Data.** The Vendor understands and agrees that AED may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the agreement and thereafter, the Vendor agrees to take all actions and execute any documents that AED may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by AED). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless AED against all claims, suits, costs, damages, and expenses that AED may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, AED may withhold any sums due the Vendor under this agreement.
13. **Indemnification.** The Vendor shall defend, indemnify, and hold harmless AED against all claims, suits, costs, damages, and expenses that AED may sustain by reason of Vendor's negligent or unlawful actions resulting from Vendor's performance under this agreement.
14. **Liquidated Damages.** If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, AED may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) of the agreement value for each day of delay. If AED terminates this agreement in whole or in part for default, as provided under section 9 above, Vendor is liable for liquidated damages accruing until such time that AED reasonably obtains delivery or performance from another vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
15. **Vendor Terms and Conditions.** The terms and conditions of this purchase order shall supercede any other terms and conditions except those expressly accepted by AED.
16. **Gratuities.** This agreement shall be terminated for cause in accordance with section 9 above should it be determined by AED that Vendor offered or gave a gratuity (e.g. entertainment, gift, services or money) to any AED employee or other persons responsible for or connected to those responsible for the decision to award this agreement or the acceptance of performance under this agreement and that gratuity was intended to obtain this award or favorable treatment during performance of the award.

17. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Vendor certifies by acceptance of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency.
18. Drug Trafficking. AED and/or the US Government reserve the right to terminate this purchase order/subcontract to demand a refund or take other appropriate measures if the vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
19. Terrorism E.O. 13224. Vendor agrees to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 text provided and also available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html> Note: The attachment does not include the most current list after 23 September 2001; therefore, you are required to obtain updated information at the time of procurement of goods or services. The updated information is available at: <http://treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html> and <http://www.un.org/Docs/sc/committees/1267>.

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