**Annex 5**

**5.1 Ethical and Business Conduct Requirements:** CNFA is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit.

CNFA does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USDA and the Office of the Inspector General.

Employees and agents of CNFA are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USDA and the Office of the Inspector General. In addition, CNFA will inform USDA and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value or compensation to obtain business.

Offerors responding to this RFP must include the following as part of the proposal submission:

* Disclose any close, familial, or financial relationships with CNFA or project staff. For example, if an offeror’s cousin is employed by the project, the offeror must state this.
* Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror’s father owns a company that is submitting another proposal, the offeror must state this.
* Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
* Certify that all information in the proposal and all supporting documentation are authentic and accurate.
* Certify understanding and agreement to CNFA’s prohibitions against fraud, bribery and kickbacks.

Please contact PRO-Cashew Project with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to CNFA via email at [FraudHotline@cnfa.org](mailto:FraudHotline@cnfa.org) or you may make an anonymous report by calling the CNFA Global Complaint Hotline at 202-991-0931.

**5.2 Terms and Conditions**: This solicitation is subject to CNFA’s standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

1. CNFA’s standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFP and identified in the resulting award; payment will not be issued to a third party.
2. No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.
3. Any international air or ocean transportation or shipping carried out under any award resulting from this RFP must take place on U.S.-flag carriers/vessels.
4. United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFP must ensure compliance with these laws.
5. United States law prohibits engaging in any activities related to Trafficking in Persons. The supplier under any award resulting from this RFP must ensure compliance with these laws.
6. The title to any goods supplied under any award resulting from this RFP shall pass to CNFA following delivery and acceptance of the goods by CNFA. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to CNFA.
7. The offeror is prohibited from providing certain telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system, produced by the following covered companies, and their subsidiaries and affiliates, in the performance of any resulting award: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; Dahua Technology Company; and any other company as determined by the United States Government. The offeror certifies it will not provide covered telecommunications equipment or services to CNFA in performance of the resulting award. If covered telecommunications equipment or services are offered, the offeror must disclose it.

**5.3 Disclaimers:** This is a Request for Proposals only. Issuance of this RFP does not in any way obligate CNFA, the PRO-Cashew Project, or USDA to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer. In addition:

1. CNFA may cancel RFP and not award;
2. CNFA may reject any or all responses received;
3. Issuance of RFP does not constitute award commitment by CNFA;
4. CNFA reserves the right to disqualify any offer based on offeror failure to follow RFP instructions;
5. CNFA will not compensate offerors for response to RFP;
6. CNFA reserves the right to issue award based on initial evaluation of offers without further discussion;
7. CNFA may negotiate with short-listed offerors for their best and final offer;
8. CNFA reserves the right to order additional quantities or units with the selected offeror;
9. CNFA may reissue the solicitation or issue formal amendments revising the original RFP specifications and evaluation criteria before or after receipt of proposals;
10. CNFA may modify the specifications without issuing a formal notice to all offerors when the revisions are immaterial to the scope of the RFP;
11. CNFA may choose to award only part of the activities in the RFP, or issue multiple awards based on multiple RFP activities;
12. CNFA reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition;
13. CNFA will contact all offerors to confirm contact person, address, and that the bid was submitted for this RFP;
14. CNFA will contact all offerors to inform them whether or not they were selected for award;

In submitting a response to this RFP, offerors understand that USDA is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented – in writing with full explanations – to the PRO-Cashew Project for consideration. USDA will not consider protests regarding procurements carried out by implementing partners. CNFA, at its sole discretion, will make a final decision on any protest for this procurement.

**5.4 Source/Nationality/Manufacture**: All goods and services offered in response to this RFP or supplied under any resulting award must be in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf).

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.

**5.5 Taxes and VAT**: As an organization that is implementing a project on behalf of USDA, CNFA is exempt from being charged VAT, customs duty or fee, excise tax, road tax, or any other form of tax or tariff for goods and services purchased for USDA funded activities. As such, CNFA is exempt from being charged VAT, customs duty or fee, excise tax, road tax, and any other form of tax or tariff for goods and services purchased for USDA funded activities. As such, offerors agree to exclude VAT or any similar taxes or fees from its cost proposal.

**5.6 Eligibility**: By submitting an offer in response to this RFP, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. CNFA will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by theS U.S. Government.

**5.7 Delivery**: N/A

**5.8 Warranty**: N/A