

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 OF 31
1. REQUEST NO. SOL-518-12-000003	2. DATE ISSUED 02/15/2012	3. REQUISITION/PURCHASE REQUEST NO. REQ-518-12-000016	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY USAID Peru			6. DELIVERY BY (Date) 5 Days After Award		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME Mireya Matute			9. DESTINATION		
AREA CODE			a. NAME OF CONSIGNEE USAID/QUITO		
NUMBER			b. STREET ADDRESS Unit 5330		
8. TO:			c. CITY APO AA 34039-3420		
a. NAME			d. STATE		
b. COMPANY			e. ZIP CODE		
c. STREET ADDRESS			d. CITY		
d. CITY			e. STATE		
f. ZIP CODE			d. STATE		
e. ZIP CODE			e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 03/05/2012 1700 LT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	EVALUATION OF USAID/ECUADOR'S NB ACTIVITIES USAID/Ecuador requires the assistance of a qualified organization or consulting team for the evaluation of USAID/Ecuador'S NB Activities. The start date for this evaluation is o/a March 26, 2012, as set forth in the Statement of Work. SB Plan: NO NBR's Evaluation A&A Assistant: Mireya Matute				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY			b. TELEPHONE		NUMBER	
e. STATE			f. ZIP CODE		c. TITLE (Type or print)	

EVALUATION OF USAID/ECUADOR'S NB ACTIVITIES

USAID/Ecuador has identified a need for the assistance of a qualified organization or consulting team for the evaluation of USAID/Ecuador's Northern Border Activities. The successful contractor will examine key questions relating to the impact and sustainability of past and ongoing investments and other issues that will help inform the development and execution of future activities in the Northern Border Region (NBR).

SOLICITATION No. SOL-518-12-000003
For award of Firm Fixed Price Purchase Order

ISSUE DATE: February 19, 2012

CLOSING DATE AND TIME: Monday, March 5, 2012
17:00 LT in Quito, local time

PLACE OF PERFORMANCE: Quito, Ecuador

START DATE: o/a March 26, 2012

EST. LENGTH OF PERFORMANCE: Ten weeks

GEOGRAPHIC CODE: 937 (authorizes procurement from the United States, recipient country or developing countries)

PROPOSALS TO BE SUBMITTED TO: Mr. G. Michael Junge
gjunge@usaid.gov

Ms. Mireya Matute
mmatute@usaid.gov

TABLE OF CONTENTS

Page

PART 1

Statement of Work.....4
 Selection Criteria.....10.

PART 2

Instructions, Conditions and Notices to Bidders.....11
 Representations, Certifications, and Other Statements of Bidders.....14

PART 3

Special Contract Requirements..... 16
 1. Purchase Order Clauses..... 16
 2. Executive Order on Terrorism Financing.....16
 3. AIDAR Clauses
 752.202-1 Definitions (JAN 1990).....16
 752.211-70 Language and measurement (JUN 1992).....17
 752.7003 Documentation for Payment (NOV 1998).....18
 752.7006 Notices. (APR 1984)19
 752.7008 Use of Government Facilities or Personnel. (APR 1984).....19
 752.7025 Approvals. (APR 1984)19
 Conflict of Interest - in accordance with FAR 9.507-1 or FAR 9.507-219
 752.209-71 Organizational conflicts of interest discovered after award. (JUN 1993)19
 CIB 99-17 Organizational conflicts of interest:
 PRECLUSION FROM IMPLEMENTATION CONTRACT..... 20
 Classified Contracts.....20
 752.204-2 Security Requirements.....20
 Publications, Videos, or other Information Media products.....20
 752.7034 Acknowledgment and Disclaimer (DEC 1991).....20
 752.229-70 Federal, State and Local Taxes.....21
 752.7013 Contractor.Mission Relationships (OCT 1989)..... 21
 Program Funded.....21
 752.225-70 Source and Nationality Requirements (FEB 2012).....21
 Contract Clause.....22
 52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008).....22
 13.302-5 Clauses
 Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items) (OCT 2010). 25
 52.222.50 Combating Trafficking in Persons (FEB 2009).....25
 Rights in Data - Special Works (Dec 2007).....29
 STANDARD PROVISION.....31
 USAID Disability Policy - Acquisition (December 2004).....31

PART 1 STATEMENT OF WORK

Evaluation of USAID/Ecuador's Northern Border Activities

1. Background

The U.S. Government, through its Agency for International Development (USAID), carries out a number of programs to support Ecuador's sustainable development. Along with programs to support economic growth, democratic development, and protection of the environment, USAID has cooperated with the Government of Ecuador (GOE) in providing significant assistance to support the stabilization of Ecuador's conflictive Northern Border Region (NBR), comprising the three provinces of Esmeraldas, Carchi, and Sucumbíos. The Mission has developed an Alternative Development (AD) program consisting of two programs areas: rural economic development, and social and productive infrastructure. While each of these programs maintain their individual objectives, the overarching framework for Northern Border activities has been within the context of Alternative Development, defined as "a process to prevent and eliminate the illicit cultivation of plants containing narcotics and psychotropic substances through specifically designed rural development measures,"¹ and mitigation of negative impacts on Ecuador deriving from Plan Colombia.

USAID has implemented two rural economic development programs since 2001. The first was Pronorte, which lasted from 2003-2007 executed by ARD. The current program, in effect since 2007, is the Local Business Development Program (PRODEL). The stated objective of PRODEL is to generate licit employment and increase income for families by supporting a market-driven expansion of private enterprises strongly linked to rural producer groups and associations. PRODEL does this by working with farmers and farm associations to improve the quality and quantity of production and linking producers with selected program supported firms ("anchor firms"). These firms also receive assistance to identify new domestic and international markets, applying a value chain enhancing methodology. This program originated with AED in November 2007 and is currently executed by FHI Development 360, with ACDI/VOCA as the sub-contractor working in the field.

The Northern Border Development Program (2001-2007) and subsequently the Integrated Municipal Development Program, PIDEM (2007-2011), were USAID's instruments for delivering social and productive infrastructure programs to the northern border region. PIDEM's objectives are to 1) to assist local governments to improve productive and social infrastructure; and 2) to maximize the health impact of water and sanitation infrastructure. The social and productive has consisted primarily of potable water systems, sanitation systems, irrigation canals, and small bridges. PIDEM also implemented a pilot municipal capacity building project in 2008 and 2009. The International Organization for Migration (IOM) has been implemented this program through successive cooperation agreements since its inception in 2001.

In addition, other USAID programs contribute to stabilization of the NBR. The Municipal Strengthening Program, PROMUNI (2010-present), builds the administrative and financial capacity of local governments and encourages interaction between citizens and municipalities. A previous USAID project, Decentralization, Democracy and Development (3D), from 2003 to 2006 supported increased services and municipal capacity building in three of the NBR provinces: Esmeraldas, Carchi, and Imbabura. USAID also supported land titling through a program executed by Fondo Ecuatoriano Popularum Progressio (FEPP).

USAID's program in the NBR is planned, administered, and implemented in coordination with the Plan Ecuador Technical Secretariat (STPE) housed within the Coordination Ministry of Internal and External Security. Prior to the establishment of the STPE in 2007 programs were coordinated with the Unidad de Desarrollo Norte (UDENOR).

¹ <http://www.unodc.org/unodc/en/alternative-development/index.html?ref=menuseide>

The total size of USAID current support in the NBR is approximately \$50,000,000 with FY11 planned funding of \$4.3 million. The total amount of USAID funding in the NBR since FY 2001 is approximately \$122 million.

Given that the current strategy expired in September 2011, USAID and the GOE intend to assess current programs and the NBR's needs and priorities. To inform this process and the new strategy, USAID will carry out a program evaluation to examine key questions relating to the impact and sustainability of past and ongoing investments and other issues that will help inform the development and execution of future activities in the NBR.

2. Objectives

There are three primary objectives to this evaluation:

1. To examine the sustainability of USAID investments and programs over the past ten years in the NBR from 2001 through September 30, 2011 in order to inform the future evolution of USAID programming, and to improve its effectiveness and impact within the current country context and predicted budget parameters;
2. To establish a proxy for baseline data through the collection of reliable secondary source data which might serve as a future input for a possible impact evaluation; and,
3. To assess the feasibility for carrying out an impact evaluation of USAIDs' overall Northern Border initiative or for component programs.

3. Evaluation Components

a. Performance Evaluation

Below are listed the primary evaluation questions, which USAID considers essential to assessing the impact of USAID's NBR program and to inform future program development and implementation. These questions will be addressed by the team of consultants contracted to perform the evaluation:

- I. Are the benefits (jobs created and revenues generated) from the supported productive activities (PRODEL) sustainable without continued outside support?
- II. To what extent did the technical assistance provided to local governments contribute to developing and institutionalizing their capacity to carry out:
 - (i) strategic planning;
 - (ii) budget preparation;
 - (iii) public accountability;
 - (iv) economic development; and
 - (v) service provision?

Findings. The report shall include a section on findings based on facts (either from the evaluation itself or credible secondary source data). Findings should be specific, concise and supported by strong quantitative or qualitative evidence.

Conclusions and Recommendations. The Evaluation report will include a discussion of lessons learned and best practices that should be captured for consideration in the design of new activities or the adjustment of current activities in the NBR. Conclusions must be based on the recommendations should be action-oriented, practical and specific and substantiated by specific findings.

Geographic Considerations. The evaluation of the Northern Border programs will need to take into account the three provinces in the area of intervention as distinct elements. While the provinces of Esmeraldas, Carchi and Sucumbíos share the common characteristic of bordering Colombia, each of these provinces has a distinct economy, culture and environment. Therefore data conclusions and recommendations must differentiate between the provinces in the area of intervention. However, the evaluators should make an effort to identify common development factors for the three provinces as constituting part of Region I in the new Ecuadorian planning framework.

Gender Considerations. Data collected must be disaggregated by gender and data analysis should identify any significant gender issues relevant to the programs' outcomes or impact.

b. Compendium of relevant data

At the outset of USAID/Ecuador's Northern Border Initiative, a baseline study was not carried out that would have facilitated a later impact evaluation. In lieu of this data, it is necessary to gather existing data from reliable secondary sources so that a picture can be created of the area of intervention before USAID initiated activities, as well as how the situation has changed over time.

The team will compile a compendium of existing data pertaining to demography, economy, production, agriculture, employment, health, education, security, land-use, environment, trafficking and money laundering. The intent is to create a proxy for baseline data from existing sources with a baseline year of 2001 and to include subsequent data sets to 2011. Possible sources for data collection include; the Government of Ecuador sources (ministries, secretariats, central bank, census institute, municipalities, etc.), multilateral finance entities, international organizations, and research institutions. The report must include references for all data assembled including contact information for continued maintenance of the data sets so that the information can be updated as necessary.

Data must be presented in table format, as well as visually, making use of charts and graphs as appropriate. All data assembled must be gathered into a single database compatible with Microsoft Access. Metadata must also be provided that provides basic information about each data set: original source of the data, original purpose for which the data was generated, dates of data collection, and methodological notes.

The Northern Border Initiative has had a geographic focus on the Provinces of Esmeraldas, Carchi, Imbabura, and Sucumbíos. Data must be gathered for these provinces as well as national level data so that the behavior of the area of intervention can be compared contextually to nation. When and if possible data should also be disaggregated by municipality. Data must be disaggregated by gender when available.

A brief analysis of important trends, changes and or shifts observed.

c. Impact Evaluation Feasibility

USAID defines an impact evaluation as follows:

Impact evaluations measure the change in a development outcome that is attributable to a defined intervention; impact evaluations are based on models of cause and effect and require a credible and rigorously defined counterfactual to control for factors other than the intervention that might account for the observed change. Impact evaluations in which comparisons are made between beneficiaries that are randomly assigned to either a "treatment" or a "control" group

provide the strongest evidence of a relationship between the intervention under study and the outcome measured.²

Broader scale impact in regards to creating conditions for sustained economic growth and human development in the area of intervention would be the focus of this impact evaluation rather than a narrow focus on program impacts on beneficiary communities or individuals. The evaluation team will provide an opinion regarding the feasibility for carrying out an impact evaluation (as defined above) of the Northern Border Initiative given the information available (existing data and USAID program indicator data) and the possibility of generating new data.

In the event that the evaluation team determines that an impact evaluation is feasible, a discussion of outcomes that could be evaluated must be included in the report, as well as an overview of the methodological basis for conducting the impact evaluation.

In the case that the team determines that an impact evaluation is not feasible, the team will provide recommendations for creating the necessary conditions for a future impact evaluation.

Questions of interest for an impact evaluation might include:

- Did program activities contribute to stability in the region?
- Did programs mitigate impacts from increased migration from Colombia during the period 2001-2011?
- Did licit activities supported by the rural economic development programs provide a competitive economic alternative to participation in illicit economic activities (coca harvesting in Colombia, trafficking of precursor chemicals)?
- Have programs been significant in creating conditions for economic and human development?
- What role did coordination with other donors (including the host government, other USG agencies, the private sector, etc.) play in contributing to the program results.

4. Methodology

Proposals must include a section detailing the methodology to be employed to conduct the evaluation. The methodology must be based on sound social science methods.

5. Available Resources

Relevant progress reports, past evaluations, and other performance reports will be provided including:

- Mid-Term Evaluation of the Ecuador Border Region Development Program: ASSA (Agua, Saneamiento y Salud Ambiental) and PSUR (Programa de Sostenibilidad y Union Regional), (2003)
- Study on Sustainability of Potable Water Systems in The Ecuadorian Northern Border, Constructed by IOM, With USAID Funds, During The Period 2001-2007 (2010)
- Ecuador Northern Border Region: Inter-Agency Conflict Assessment (2010)

² <http://www.usaid.gov/evaluation/USAIDEvaluationPolicy.pdf>

6. Evaluation Team

The Evaluation Team requires the expertise of a qualified organization or individuals (including but not limited to Civil Society Organizations (CSOs), NGOs, private firms, universities) and must be able to legally perform the work in Ecuador. At a minimum, the proposed team should include the following key experts:

Senior Evaluation Specialist:

The Senior Evaluation Specialist will act as the Team Leader and will be primarily responsible for the administrative coordination, deliverables and for the technical and methodological direction and will fulfill the following requirements:

- Advanced degree (masters or PhD) in social science, economics, business administration, public administration or other related field.
- At least 7 years-experience in conducting evaluations in development related subject matter (agribusiness, infrastructure and local government).
- Demonstrated experience leading interdisciplinary evaluation or research teams.
- Fluency in English and Spanish.

Senior Analyst:

- Advanced degree (masters or PhD) in social science, economics, business administration, public administration or other related field.
- At least 4 years-experience in research and evaluation in development related subject matter (agribusiness, infrastructure and local government).
- Fluency in Spanish. Advanced comprehension of written English.

The following qualifications are required for the proposed team:

- A demonstrated experience in agribusiness, infrastructure and local government strengthening.
- Team members' expertise should be complementary to ensure that all areas of experience and knowledge required for the evaluation are covered.
- Experience designing and implementing regional development programs and program evaluations of social infrastructure and economic development/agricultural projects.

7. Roles and Responsibilities

The principal role of the contracted team is to undertake and complete the evaluation described herein. The contracted team will be responsible for presenting a work plan, coordinating all tasks, organizing field trips, obtaining appointments, writing, editing, and presenting a draft and final report.

The contracted team will report to USAID's Director of the Strategic Development Office. The contracted team will work with other USAID staff as well as GOE counterparts as appropriate and necessary to fulfill work requirements.

USAID's Director of the Strategic Development Office or delegate will hold bi-weekly progress meetings with the contracted team,

8. Geographic Code

The authorized source for procurement is Geographic Code 937.

9. Period and Place of Performance

The anticipated start date for this evaluation is o/a March 26, 2012. The evaluation is expected to require a total level of effort of 80 person-days, to be carried out over a maximum of ten weeks. The Evaluation Team is authorized to work a six-day work week.

The Evaluation Team will be required to perform tasks in Quito, Ecuador but work will take place primarily within the project implementation areas (e.g., Esmeraldas, Carchi, Sucumbíos, etc.).

10. Logistic Support

The contractor will be responsible for all logistical support and arrangements for the implementation of this contract.

11. Deliverables and Reports

- **Work Plan.** The contracted team will submit a work plan within 3 days of executed contract. The work plan will include a detailed description of how the tasks will be carried out and a timeline, which will be subject to Mission approval. A list of sites to be visited during the evaluation will be identified with USAID during the development of the work plan.
- **Draft Report and preliminary presentation.** The team will prepare and submit to USAID a draft report and deliver a presentation of preliminary findings to USAID and the GOE. The report will include an executive summary and sections: 1) evaluation; 2) compendium of relevant data; and 3) impact evaluation feasibility as described in this statement of work. USAID will review the draft report and provide comments within eight days of receipt. The timing of the delivery of the draft report will be included in the work plan.
- **Final Report.** The final report will be due no later than 60 calendar days after the execution of the contract. The final report will take into account and address comments received from USAID on the draft report. The contracted team will submit two copies of the final report in Spanish and English along with the electronic version of the report and presentation. The contractor will send one copy of the final report to the USAID Knowledge Services Center Development Experience Clearinghouse (DEC) at: (a) Via E-mail: DocSubmit@usaid.gov; (b) Via U.S. Postal Service: DEC Document Submissions, M/CIO/KM/DEC, RRB M.01-010, Washington DC 20523-6100; or (c) Online: <http://dec.usaid.gov>.
- **Final Presentation.** The contracted team will deliver a final presentation of the report to USAID, relevant partners and the GOE subsequent to the delivery of the final report.
- **Data sets:** All data collected or generated as part of this evaluation will be provided to USAID in a mutually agreed upon digital format. All original data generated by this evaluation shall be the exclusive property of USAID, any future use of the data will require the written authorization of the USAID/Ecuador mission.

Subsequently, the following tasks and products will be delivered, for the approval of the Mission:

DELIVERABLES	DUE DATE (from contract date)
Work Plan and Timeline	Week 1
Progress presentation, preliminary findings, and report outline	Week 4
Draft Report	Week 6
Final report	Week 9
Final Presentation	Week 10

SELECTION CRITERIA

Evaluation of USAID/Ecuador's Northern Border Activities

The proposal to conduct the evaluation, the terms of which are described above, will be judged based on the following technical criteria (100 points total):

	POINTS
<p>1. The technical feasibility and methodological appropriateness of the proposal. This includes demonstration of understanding of the requested work and product as well as quality and reasonableness of the proposed methodology and the plan for conducting the work (work plan) and arriving at the deliverables.</p>	30 points
<p>2. The proposed team configuration and corresponding rationale. This includes description of the roles and responsibilities of proposed team members and how they would optimally complement each other to produce the specified objective and outputs.</p>	20 points
<p>3. Personnel qualifications. This includes the experience, knowledge and skills of the proposed personnel in relation to the requirements of the specified work. Familiarity with Ecuador and the Northern border region is preferable.</p>	30 points
<p>4. Past experience. This refers to the capacity of the organization or team to carry out the assigned work as judged from past experience and performance on related assignments.</p>	20 points

Cost has not been assigned a numerical weighting; however, the Offeror's budget will be evaluated for reasonableness, completeness and realism.

PART 2
Instructions, Conditions and Notices to Bidders

Offeror must clearly describe all services to be performed. The offer must include the contractor's cost or price for each area of activity to conduct an evaluation of USAID/Ecuador's Northern Border Activities.

I. FORMAT FOR QUOTATION

A. Separateness

Technical Proposal must not make reference to costs or pricing data. All budget related submissions should be in a separate document. Delivery must be by electronic mail and must clearly identify the offeror, and the Request for Quotation number SOL-518-12-000003.

C. Quotation due date

Quotations must be received by 17:00 local time in Quito, on March 5, 2012.

D. Delivery

Electronic Delivery

Technical and Cost Quotation must be submitted in two separate parts: (a) technical, and (b) cost quotation. The technical must be in Microsoft Word format while the Cost Quotation must have text in Microsoft Word format and with budgets/spreadsheets in Microsoft Excel format. Electronic document size must not exceed 15MB and must be delivered to the following e-mail addresses:

Mr. G. Michael Junge (Technical and Cost Quotation)
Internet address: gjunge@usaid.gov

Ms. Mireya Matute (Technical and Cost Quotation)
Internet address: mmatute@usaid.gov

E. Unnecessarily Elaborate Proposals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation in response to this request for quotations are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

F. Authority to Obligate the Government

The Contracting Officer is the only individual who may legally commit the U.S. Government to the expenditure of public funds. No costs chargeable to the quotation may be incurred before receipt of the Purchase Order signed by the Contracting Officer or a specific, written authorization from the Contracting Officer.

II. CLAUSE

The following clause or requirement will be incorporated into any Purchase Order issued under this RFQ.

Language Requirements

The Experts must have English and Spanish proficiency as needed to perform technical services.

III. INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL QUOTATION

The general format for the Technical Quotation is:

- **Cover Page** Title, name of organization submitting Quotation, contact person, telephone and fax numbers, address, and e-mail.
- **Technical Quotation Body (not to exceed 10 pages)** – *THE TECHNICAL QUOTATION BODY MUST NOT EXCEED TEN (10) 8.5 x 11 INCH SINGLE SPACED PAGES USING BETWEEN 10 AND 12 POINT SIZE COURIER TYPE.* The point size requirement does not apply to footnotes and tables, though both of these should be used appropriately and not in place of basic text. The attachments specified below must not be counted towards the page limit; however, any attachments other than those specified must be counted. The offeror should avoid simply repeating the language of the RFQ.

IV. TECHNICAL QUOTATION CONTENTS

b) Technical Quotation: The quotation must include:

- The offeror's technical and management approach to the Scope of Work included herein. The quotation should also demonstrate the Offeror's full understanding of the purpose and objectives of contract activities and the constraints that the offeror must need to overcome to achieve desired results.
- A proposed work plan and timeline that detail a description of how tasks will be carried out and specific benchmarks and targets against indicators for completion of the various elements of work identified in the SOW. As well as any additional information the offeror wishes to add.

b) The Offeror must propose and provide a team to manage this agreement and all orders that may be placed under with an appropriate mix of skills, technical expertise and experience to accomplish the tasks and achieve the results described in the Scope of Work, along with the corresponding level of effort for each. (Full CV's of personnel must be included in an annex).

c) The Annex: The following information must be provided in *the Annex*.

Timeline of Activities:

(GANTT) Describe the activities to be performed and the proposed time for completion for each of the activities from the time of the placement of an order to its completion.

V. CURRICULUM VITAE:

For **every** person identified as part of the Team, the offeror must provide a copy of that person's resume or CV. For Team Leader, include at least three work references.

The following information, and only the following information, is authorized to be included in *the Annex*:

- a. Timeline (GANTT)
- b. Resumes/CVs.

VI. ENVIRONMENTAL COMPLIANCE:

- 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offeror environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.
- 1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

The contractor must ensure all activities are included in the approved Regulation 216 documentation.

- 2a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- 2b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 2c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

VII. INSTRUCTIONS FOR PREPARATION OF THE COST QUOTATION

The cost quotation must provide a budget covering the resources required for each component and task area identified in the Statement of Work (SOW). Costs should also be organized into the following three general cost categories: (1) Personnel; (2) Other Direct Costs; and (3) Administrative Costs (if applicable). Supporting information, such as budget narrative should be provided in annexes with sufficient detail to allow a complete analysis of each line item cost. The following guidance is provided for the use of the offeror in developing these documents; however, offeror should keep in mind that it is its responsibility to ensure that the information provided is

safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

- (e) It is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Examples of the information to supports this section can include, but is not limited to: By laws, audited financial statements, organizational chart, minutes of annual board of directors, procedures and administrative manuals.

3. A certification that the proposed personnel were not suggested or requested by USAID;

PART 3
Special Contract Requirements

1. PURCHASE ORDER CLAUSES

This purchase order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www/far>

2. 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 to ensure compliance with these Executive Orders and laws. This provision must be included in all sub-contracts issued under this contract.

3. AIDAR CLAUSES

752.202-1 Definitions (JAN 1990)

- (a) "USAID" shall mean the U.S. Agency for International Development.
- (b) "Administrator" shall mean the Administrator or the Deputy Administrator of USAID.
- (c) When this contract is with an educational institution "Campus Coordinator" shall mean the representative of the Contractor at the Contractor's home institution, who shall be responsible for coordinating the activities carried out under the contract.
- (d) When this contract is with an educational institution "Campus Personnel" shall mean representatives of the Contractor performing services under the contract at the Contractor's home institution and shall include the Campus Coordinator.
- (e) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.
- (f) "Contractor employee" shall mean an employee of the Contractor assigned to work under this contract.
- (g) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.
- (h) "Cooperating Government" shall mean the government of the Cooperating Country.
- (i) "Federal Acquisition Regulations (FAR)", when referred to herein shall include Agency for International Development Acquisition Regulations (AIDAR).
- (j) "Government" shall mean the United States Government.
- (k) "Mission" shall mean the United States USAID Mission to, or principal USAID office in, the Cooperating Country.
- (l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.

c. Alternate 71. For use in USAID contracts with an educational institution for participant training. Use in addition to the clauses in FAR 52.202-1 and in 752.202-1(b) of this chapter. (See FAR 52.202)

USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (DEC 1986)

(a) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

(b) "Cooperating Country National (CCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-5 and is hired while residing outside the United States for work in a cooperating country.

(c) "Dependents" shall mean:

(1) Spouse;

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(d) "Local currency" shall mean the currency of the Cooperating Country.

(e) "Regular employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(f) "Short-term employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(g) "Third Country National (TCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-15 and is hired while residing outside the United States for work in a Cooperating Country.

752.211-70 Language and measurement (JUN 1992)

(a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

752.7003 Documentation for Payment (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 -Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES

Document Number: XXX-X-XX-XXXX-XX
Line Item Description Amt.
Vouchered To Date Amt.
Vouchered This Period 0001
Product/Service Desc. for Line Item 0001 \$XXXX.XX \$XXXX.XX 0002
Product/Service Desc. for Line Item 0002 \$XXXX.XX \$XXXX.XX
Total \$XXXX.XX \$XXXX.XX

(2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: []
TITLE: []
DATE: []

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer

which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records - Negotiation".

752.7006 Notices. (APR 1984)

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows:

To USAID: Administrator, U.S. Agency for International Development, Washington, D.C. 20523-0061.

Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director).

To Contractor: At Contractor's address shown on the cover page of this contract, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

752.7008 Use of Government Facilities or Personnel. (APR 1984)

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the contract, unless the use of Government facilities or personnel is specifically authorized in the contract, or is authorized in advance, in writing, by the Contracting Officer.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the contract itself, or in advance, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a dispute, and shall be dealt with under the terms of the clause of this contract entitled "Disputes".

752.7025 Approvals. (APR 1984)

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

Conflict of Interest - in accordance with FAR 9.507-1 or FAR 9.507-2

752.209-71 Organizational conflicts of interest discovered after award. (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

CIB 99-17 Organizational conflicts of interest: PRECLUSION FROM IMPLEMENTATION CONTRACT.

This contract calls for the Contractor to furnish services in support of the Evaluation of USAID/Ecuador's Northern Border Activities (the "Activity") therefore per FAR 9.505-2(b)(1) the Contractor would not prepare, or assist in preparing, a work statement to be used in competitively acquiring services, "or provides material leading directly, predictably and without delay to such a work statement."

In accordance with the principles of FAR Subpart 9.5 and USAID policy, if the Contractor "provides material leading directly, predictably and without delay to such a work statement" THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR THE ACTIVITY, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest.

Classified Contracts

752.204-2 Security Requirements

Pursuant to the Uniform State/USAID/USIA Regulations (Volume 12, Foreign Affairs Manual, Chapter 540), USAID applies the safeguards applicable to "Confidential" information to administratively controlled information designated as "Sensitive But Unclassified". Therefore, when the clause in FAR 52.204-2 is used in USAID contracts, pursuant to section 704.404, paragraph (a) of the clause is revised as follows: (See 52.204)

"(a) this clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', or 'Top Secret'), or administratively controlled ('Sensitive But Unclassified') information."

Publications, Videos, or other Information Media Products

752.7034 Acknowledgment and Disclaimer. (DEC 1991)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [*publication, video or other information/media product (specify)*] was made possible through support provided by the Office of [], Bureau for [], U.S. Agency for International Development, under the terms of Contract No. []. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

752.229-70 Federal, State and Local Taxes

For contracts involving performance overseas the clauses prescribed in FAR 29.401-3 or 29.401-4 may be modified to specify that the taxes referred to are United States taxes. (See FAR 29.401)

752.7013 Contractor-Mission Relationships (OCT 1989)

- (a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.
- (b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.
- (c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.
- (d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.
- (e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

Program Funded

752.225-70 Source and Nationality Requirements (FEB 2012)

(Class Deviation No. OAA-DEV-12-01c)

- (a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
 - (1) Military equipment
 - (2) Surveillance equipment
 - (3) Commodities and services for support of police and other law enforcement activities
 - (4) Abortion equipment and services
 - (5) Luxury goods and gambling equipment, or

(6) Weather modification equipment.

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

Contract Clause

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)

(a) *Definitions.* As used in this clause—

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation —

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
 - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
 - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from—
 - (i) Conducting an internal investigation; or
 - (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.* , general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct;
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729–3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

- (1) An ongoing business ethics awareness and compliance program.
 - (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
 - (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
- (2) An internal control system.
 - (i) The Contractor's internal control system shall—
 - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.
 - (ii) At a minimum, the Contractor's internal control system shall provide for the following:
 - (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
 - (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
 - (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
 - (1) Monitoring and auditing to detect criminal conduct;
 - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
 - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
 - (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
 - (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
 - (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor there under, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of

the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729–3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

13.302-5 -- Clauses

Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items)

(Oct 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, **Combating Trafficking in Persons** (Feb 2009) (22 U.S.C. 7104(g)).

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

- (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109) (31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Oct 2008).
- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (Oct 2010).
- (viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clause listed below implement provisions of law or Executive order:

52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below is an additional clause that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).

(c) FAR 52.252-2, *Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

Rights in Data -- Special Works (Dec 2007)

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

“Data” means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of Rights.*

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright—*

(1) *Data first produced in the performance of this contract.*

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

STANDARD PROVISION

USAID Disability Policy - Acquisition (December 2004)

(a) The objectives of the USAID Disability Policy are:

- (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;
- (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries;
- (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and,
- (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.dec.org/pdf_docs/PDABQ631.pdf.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.