



USAID | UGANDA

FROM THE AMERICAN PEOPLE

Issuance Date: September 06, 2012
Deadline for Submitting Questions: September 13, 2012
Closing Date: September 20, 2012
Closing Time: 5:00pm Kampala, Uganda Time

Subject: Solicitation Number: SOL-617-12-000023
USAID/Uganda Programs performance evaluations

Dear Sir/Madam:

The U.S. Agency for International Development (USAID), Uganda, is seeking quotations from qualified firms/organizations/individuals interested in providing technical support in evaluating USAID/Uganda programs.

USAID began its assistance to Uganda soon after independence in 1962. USAID recognized the country's potential as the "bread basket" of Africa, with its rich natural resources a nascent technocratic class of leaders and entrepreneurs and already significant rural population. Although priorities have evolved over the past five decades, USAID's commitment to Uganda continues to focus on improving people's livelihoods. Today, USAID's Uganda program is among the largest in sub-Saharan Africa and includes projects to support each of the U.S. Mission's foreign policy objectives in peace and security, governing justly and democratically, health and education, and economic growth. USAID currently has more than 60 activities and an operating year budget of more than \$320 million annually.

To promote effective management and USAID's recent evaluation policy and evidence based decision making, USAID Uganda shall conduct evaluations of its projects and programs. The evaluations will serve two primary purposes: 1) providing accountability to stakeholders, and 2) learning to improve aid effectiveness. USAID /Uganda plans to have as many as 16 evaluations to be conducted in 2012/13 as per the attached statement of work.

USAID Uganda, in collaboration with its partners, is commissioning these evaluations to assess the extent to which intended objectives have been met and the effectiveness of the different program approaches in achieving project outcomes and impacts. The evaluation will document major achievements (what has worked well, why), and opportunities (what could have been done better), limitations and challenges; and establish lessons learned and good practices.

The evaluations are intended to guide improvements in current project delivery and management, identify areas for (re) focusing and/or scaling up best practices and approaches to ensure achievement of intended objectives.

Subject to the availability of funds, USAID anticipates awarding BPAs against which firm-fixed-price purchase orders will be made for the implementation of this activity.

Offerors must submit a small proposal (not more than 8 pages) stating:

- Their legal status and proof of registration where applicable.
- CVs, of at least 4 professional experts in relevant area for the evaluation.
- Past performance with proof of similar assignments.

- Daily rates in U.S. Dollars for the proposed experts.

The offeror should propose rates that it believes are realistic and reasonable for the work. Cost proposals shall be evaluated as part of a best value determination for contract award, including cost effective approaches to achieving the results.

This procurement shall be conducted under full and open competition under which any type of organization (U.S. and Non U.S. commercial [for profit] firms, educational institutions, individuals and non-profit organizations) is eligible to compete. The authority for this Request For Quotation is found in the Foreign Assistance Act of 1961, as amended and FAR Part 13 (Simplified Acquisition Procedures) and FAR Part 15 (Contracting by Negotiation).

It is the responsibility of the recipient of this request document to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

If substantive questions are received which affect the response to this request, or if changes are made to the closing date and time, as well as other aspects of the request, this request shall be amended. Any amendments to this request shall be issued and posted on the USAID/ Uganda Website. Offerors are encouraged to check this website (<http://uganda.usaid.gov>) periodically.

Only electronic submissions shall be accepted, at the following address: KampalaUSAIDSolicita@USAID.gov. No other forms of submission shall be accepted. Please note that the designated initial point of entry to the Government infrastructure for proposal submission is the USAID/Washington internet server.

Issuance of this request does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation, and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Thank you for your interest in USAID/Uganda's program activities.

Sincerely,

Tracy J. Miller
Contracting Officer
USAID/ Uganda

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 53
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL-617-12-000023	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED SEE COVER PAGE	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY ACQUISITION AND ASSISTANCE OFFICE USAID /UGANDA 2190 KAMPALA PLACE WASHINGTON DC 20521-2190			8. ADDRESS OFFER TO (If other than Item 7) ACQUISITION AND ASSISTANCE OFFICE USAID/UGANDA PLOT 1577 GGABA ROAD KAMPALA, UGANDA			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and ____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ local (Kampala) time _____.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Godfrey Kyagaba	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 256-414	NUMBER 306-001	EXT. KampalaUSAIDSolicita@USAID.gov

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X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
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X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	
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X	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (1)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY USAID/Uganda Financial Management Office US Mission Compound, Plot 1577,Ggaba Road, Kampala, Uganda		CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TRACY J. MILLER	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**USAID/UGANDA
BLANKET PURCHASE AGREEMENT (BPA)
SUPPORT FOR PROJECT EVALUATIONS
DEMOCRACY & GOVERNANCE CONFLICT RESOLUTION, ECONOMIC GROWTH AND
HEALTH SECTORS**

USAID/Uganda wishes to enter into a Blanket Purchase Agreement (BPA) with service providers to provide evaluation services for its programs in the following areas: Peace and Security, Governing justly and Democratically, HIV/AIDS, Health and Education, and Economic Growth.

**ADMINISTRATIVE DATA
To be completed upon award.**

(A) AUTHORITY

The authority for this BPA is FAR Part 13 (Simplified Acquisition) FAR Part 15 (Contracting by Negotiation) and the Foreign Assistant Act of 1961 as amended.

(B) DESCRIPTION OF REQUIREMENT

The BPA is for evaluation services for USAID/Uganda programs. The BPA holder (hereinafter referred to as the contractor) shall provide a wide range of project evaluation services to USAID/Uganda through the execution of purchase orders that have specific scopes of work for carrying out the evaluations. Programs covered under this BPA are outlined in Statement of Work (SOW), Attachment 1.

(C) STATEMENT OF WORK

The Scope of Work (SOW) to be acquired under this BPA is set forth under Attachment 1. The described services under Attachment 1 shall be provided when ordered through purchase order (s) by an authorized Contracting Officer (CO) during the specified period stated in Paragraph (D) below.

(D) TERM OF BPA

The period of this Blanket Purchase Agreement is October 01, 2012 through September 30, 2014.

(E) EXPIRATION DATE

This BPA expires on September 30, 2014. Any purchase order issued prior to the expiration date of the BPA shall be completed by the contractor within the time specified in the purchase order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the purchase order performance period.

(F) TERMINATION

USAID may terminate this BPA at any time by providing at least 30 days written notice to the contractor. The contractor, with the written consent of the BPA Contracting Officer (CO), may terminate this BPA upon at least 30 days written notice to USAID's BPA CO. The parties understand that termination of the BPA does not constitute termination of any impending purchase order (purchase order in which the contractor has submitted an otherwise acceptable proposal and

selected for award) or active purchase order issued prior to the termination notice. Pending or active purchase orders can only be terminated in accordance with termination provisions set forth in the purchase order.

(G) HOW ORDERS WILL BE ISSUED

Purchase orders issued under this BPA will either be firm fixed-price (FFP) or labor-hour (LH). BPAs do not obligate funds. The Government is obligated only to the extent of authorized orders made under the BPA. There is no limit on the dollar value of purchase order purchases made under the BPA. The purchase order amount will be determined by the specific evaluation being carried out and cost analysis and cost realism will be done to determine that the amount is fair and reasonable. Subject to the price of a purchase order under this BPA and the prior written approval of the Contracting Officer, the contractor may extend the estimated completion date of a purchase order, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 15 calendar days from the original estimated completion date of the purchase order. Prior to the original estimated completion date, the contractor shall provide a copy of the purchase order Contracting Officer's Representative written approval for any extension of the term of the purchase order under this BPA to the contracting officer. In addition, the contractor shall attach a copy of the purchase order Contracting Officer's representative approval to the final voucher submitted for payment.

Task Order Development

Each proposal shall, on its face sheet, identify the SOW title and date, and the BPA number.

Contents of Purchase Orders:

- (a) The Source of Funds and Fiscal Data.
- (b) The Ceiling Price and Obligated Amount. The ceiling price is the maximum obligation of the Government to the Contractor for performance of the Purchase Order .
- (c) The Scope of Work that is based as much as possible on performance standards to which the contractor will be held accountable .
- (d) The Quantity of Services/Work days (unless the Purchase Order is fixed price, in which case the contractor will perform for the fixed price regardless of the LOE being provided) .
- (e) The types of Services/Personnel Requirements, including:
 - (1) the number of work days ordered for each functional labor category (FLC),
 - (2) the name(s) of approved individual(s) for each FLC ,
 - (3) the specific duties and responsibilities for each FLC, if such specification from the FLCs in the contract is needed, and
 - (4) the fixed daily rate for each authorized individual .
- (f) The Period of Performance/delivery schedule, including a time line indicating benchmarks/milestones.
and performance standards and completion date.
- (g) The Budget
- (h) The Logistic Support.
- (i) The USAID and Other Liaison Officials.
- (j) The Language Requirements, if any.
- (k) The Reports and Other Deliverables.
- (1) The Special Requirements.
- (m) Relevant Information (authorized source/origin for procurement or subcontracting

(see AIDAR 752.225-70) and any waivers that may be approved.

(n) The Purchase Order number, which will be sequentially numbered.

(o) The Government Furnished Property, if any, to be furnished to the Contractor, or the alternative means of obtaining same.

(p) The Authorized Work Week.

(q) Form DD 254 (if applicable).

(H) LABOR CATEGORIES AND ACCOMPANYING RATES

Contractor shall propose the labor categories that will be used in fulfillment of potential purchase orders under this BPA. Contractor's rates for labor categories established in the BPA represent best value for the Government. As purchase orders are placed, the Contractor shall propose local partners that fall within the established BPA labor categories.

(I) PURCHASE ORDER COMPETITION

The USAID/Uganda BPA Contracting Officer Representative (COR) must review the prospective purchase order requirement or Statement of Work (SOW) and agree that it complies with the SOW for the BPA before the purchase order CO may begin the ordering process. Purchase Order Contracting Officer must negotiate and administer the purchase orders in accordance with the ordering procedures set forth herein (Section W). Multiple BPAs provide fair consideration to all BPA awardees. Requests for purchase order quotes will be sent to all BPA awardees for the specific evaluations. Award will be made to the BPA awardee that represents the best value to the Government.

(J) MAXIMUM ORDER THRESHOLD

There is no established maximum order threshold for the BPA. Offerors should quote the best price available to perform the specified SOW.

(K) KEY PERSONNEL

(1) The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Position:

Team Leader

Consultant 1

Consultant 2

Consultant 3

Specialist field of the consultant to be completed upon award of the BPA.

(2) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the BPA Contracting Officer and the BPA Contracting Officer Representative reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the BPA Contracting Officer.

(L) LOCALLY-HIRED NATIONAL PERSONNEL

When requested to respond to a purchase order statement of work, the Contractor shall provide, as required, Curriculum Vitae (CVs) and completed contractor Employee Bibliographical Data sheets.

The position descriptions for each of the locally hired nationals shall be proposed by the Contractor when these descriptions are required for the purchase orders. The descriptions shall define the overall experience and educational credentials that are required.

(M) RIGHT TO PROCURE FROM OTHER SOURCE S

The Government, under the terms of this BPA, retains the right to procure similar services from other sources during the period of this BPA.

(N) OMBUDSMAN

If a Contractor believes its organization has not been fairly considered for a particular task order, it may present the matter to the BPA Contracting Officer. If the Contractor disagrees with the BPA Contracting Officer's explanation or decision, it may request a review of the Contracting Officer's decision from USAID's Acquisition and Assistance Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting facts from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. The Ombudsman may be reached at the following address:

U.S. Agency for International Development,
Attn : Jean Horton, M/OP, Room 7 .10-75,
1300 Pennsylvania Ave ., N.W. Washington, DC 20314.
E-mail: Ombudsman@usaid.gov.

(O) REPORTS AND OTHER DELIVERABLE S

Each purchase order issued hereunder shall include specific requirements for reports and other deliverables.

AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

- (a) Contractor Reports and information/Intellectual Products.
 - (1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer's Representative (COR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two copies of information products including training materials, publications, databases, computer software programs, video and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive

materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

- (2) Upon contract completion, the Contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a) (1) of this clause.

(b) Submission requirements.

(1) Distribution.

- (i) At the same time submission is made to the COR, the Contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a) (1) of this clause) in either electronic (preferred) or paper form to one of the following:

Online: <http://dec.usaid.gov>

By mail (for pouch delivery): DEXS Document Submissions
M/CIO/KM/DEC
RRB M.01-010
Washington, DC 20523-6100

- (ii) The Contractor shall submit the reports index referenced in paragraph (a) (2) of this clause and any reports referenced in paragraph (a) (1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

- (v) The electronic document submission shall include the following descriptive information:
- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or date compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(P) INSPECTION AND ACCEPTANCE

USAID/Uganda inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Uganda
US Mission Compound South Wing
Plot 1577 Ggaba Road
Kampala, Uganda

Or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The BPA COR listed in Section (O 2), and the CO (identified in each Purchase Order) has been/will be delegated authority to inspect and accept all services, reports and required deliverables or outputs.

(Q) MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under purchase orders and in Attachment 1 SOW, of this BPA shall be conducted jointly by the CO and the COR, and shall form the basis of the Contractor's permanent performance record with regard to this BPA. The CO and COR will undertake an evaluation at the conclusion of each purchase order.

(R) ADMINISTRATIVE CONTRACTING OFFICE

a) ADMINISTRATIVE CONTRACTING OFFICER is:
See Block 26 of the SF33

b) CONTRACTING OFFICER'S REPRESENTATIVE
As stated in Purchase Orders

(S) TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work ;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Attachment 1.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality and schedules shall be made only by the Contracting Officer.

(c) The COR is required to meet agreed basis with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COR, the COR may designate someone to serve as COR in their place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any

clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Officer any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(T) PAYING OFFICE, INVOICES, PAYMENT

The Paying Office will be;
USAID/Uganda
Financial Management Office
US Mission Compound, South Wing
Plot 1577 Ggaba Road
Kampala, Uganda

The Contractor, upon completion of the work ordered, shall submit invoices for services. Invoices shall be submitted to the payment office indicated on the Cover Page of each Purchase Order.

Payments: For firm-fixed price orders the Government shall pay the Contractor upon submission of proper invoices or vouchers, the prices stipulated in the Purchase Order for service rendered and accepted. Progress payments shall be made only when authorized by the Purchase Order. For labor-hour orders, the Payment under Time and Materials and Labor-Hour Contracts (Feb 1997) (Alternate II (Jan 1986) at FAR 52.232-7 applies to labor-hour Purchase Orders placed under this BPA.

(U) LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support.

(V) ORGANIZATIONAL CONFLICTS OF INTEREST

PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (ALTERNATE)

(a) Purchase Orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR PURCHASE ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR PURCHASE ORDER.

(c) If the contractor gains access to proprietary information of other company (ies) in performing this evaluation, the contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

(W) 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 Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this agreement.

(X) IMPLEMENTATION OF SECTION 579 - TAXATION OF U.S. ASSISTANCE

Reporting of Foreign Taxes

(a) Final and Interim Reports. The contractor must annually submit two reports:

- (i) An interim report by November 17; and
- (ii) A final report by April 16 of the next year.

(b) Contents of Report: The reports must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (vi) Any reimbursements received by the [Contractor/Recipient] during the period in regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the recipient through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) The final report is an updated cumulative report of the interim report.
- (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period.
- (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate].

(e) Subagreements. The [contractor/recipient] must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see

<http://www.state.gov/m/rm/c10443.htm>.<<http://www.usaid.gov/cgibin/goodbye?http://www.state.gov/m/rm/c10443.htm>>.

(Y) AUTHORIZED WORK DAY/WEEK

(a) The length of the contractor's U.S. workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week .

(b) The length of the workday for individuals providing/performing services overseas shall coincide with the workday for employees of the USAID Mission. Unless otherwise authorized in a Purchase Order or in the USAID Mission's policy, the work week for individuals providing services overseas shall be five days, unless approved in advance and in writing by the CTO .

(c) For the purposes of this BPA, a workday shall include, in addition to direct time spent in providing/performing services, time actually spent in authorized travel necessary in connection with duties directly related to work under a purchase Order. In no event, however, will payment be made for any travel time in excess of the time required for travel by the most direct and expeditious route as determined by USAID in its sole discretion.

(Z) AUTHORIZED GEOGRAPHICAL CODE

The authorized geographic code for procurement of goods and services under this BPA is 937 **(United States, the cooperating/recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources)**. Any change to the geographic code may be specified in the Purchase Order, as authorized by the Contracting Officer Representative.

(AA) ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

(a) When ordering services, ordering offices shall-

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i .e ., security clearances, travel, special knowledge,) should be prepared .

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not

possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence . When such a determination is made, a labor hour quote may be requested. The firm-fixed price shall be based on the prices in the BPA schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other direct charges related to performance of the services ordered. A ceiling price must be established for labor-hour orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks .

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of the price, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

(i) The request shall be provided to all BPA holders

(iv) Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8 .404).

(BB) TRAVEL

All travel and transportation costs will be reimbursed in accordance with AIDAR CLAUSE 752.7002, "TRAVEL AND TRANSPORTATION (JAN 1990).

(CC) ALLOWANCE S

All differential and allowance costs will be reimbursed in accordance with AIDAR CLAUSE 752.7028,"DIFFERENTIALS AND ALLOWANCES (JUL 1996).

(DD) POST AWARD CONFERENCE

The Contractor agrees to attend a post award conference on this BPA or other post award conferences as directed.

(EE) CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES

INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	DEC 2010
52.215-8	DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOUR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-26	EQUAL OPPORTUNITY	MAR2007
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT2010
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2010

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Program Evaluation BPA*

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS—CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52-237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES –FIXED PRICE ALTERNATE I	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	JAN 2006 JAN 2006
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR CHAPTER 7

752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICT OF INTREST DISCOVERED AFTER AWARD	JUN 1992 JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTORS-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990

752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 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 shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

See <http://www.arnet.gov/far/> for electronic access to the full text of FAR clauses and <http://www.usaid.gov/policy/ads/300/aidar.pdf> for the full text of AIDAR clauses.

I.3 52.213-2 INVOICES (APRIL 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment

**I.4 52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS
(OTHER THAN COMMERCIAL ITEMS) (JUL 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)).

(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 (Jun 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 clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Ju; 2010) (E.O. 13126).(Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
 - (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
 - (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
 - (ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

- (x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
 - (xi) 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.)
 - (xii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses 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).
 - (ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
 - (iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110 247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)
 - (iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
 - (v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
 - (vi) 52.249-6, Termination for Convenience of the Government (Services) (Short Form). (APR 1984)

I.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and

through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number shall be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it shall contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror shall provide the following information:
 - (i) Company legal business.
 - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer shall proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, shall be taken into consideration when registering. Offerors who are not registered shall consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms

and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The

Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract shall be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor shall be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.6 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government shall make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments--
 - (1) Due date.
 - (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
 - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
 - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
 - (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
 - (2) Certain food products and other payments.
 - (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--
 - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
 - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than the 7th day after product delivery.
 - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a (4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
 - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings,

and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices shall be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date shall be as specified in the contract.

- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office shall return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government shall take into account untimely notification when computing any interest penalty owed the Contractor.
 - (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor shall date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment shall be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34,

Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office shall pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government shall compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government shall base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve

claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

- (6) Discounts for prompt payment. The designated payment office shall pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government shall calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) Additional interest penalty.
 - (i) The designated payment office shall pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-
 - (A) The Government owes an interest penalty of \$1 or more;
 - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a) (7) (ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
 - (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government shall not request any additional data. The Contractor shall--
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) If there is no postmark or the postmark is illegible--
 - (1) The designated payment office that receives the demand shall annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
 - (2) If the designated payment office fails to make the required annotation, the Government shall determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government shall make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments shall be made within 15 days after the date of receipt of the invoice.
- (c) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.7 COMMUNICATIONS PRODUCTS (OCT 1994)

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
 - (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs shall include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that shall be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that shall have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with

preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.8 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(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 shall 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>.

I.9 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages none, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated N/A upon which this contract is based.

I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(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 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; and

(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, shall 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 shall 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 subcontract thereunder, 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 shall 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)

I.11 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information shall be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the

Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of provision)

I.12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

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

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

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

(End of provision)

I.13 52.209-9 UPDATES OR PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor shall receive notification when the Government posts new information to the Contractor’s record.

(2) The Contractor shall have an opportunity to post comments regarding information that has been posted by the Government. The comments shall be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments shall remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, shall be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, shall be publicly available.

I.14 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in

either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it shall be furnished and the date thereafter by which the Government shall respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably shall have identified, such defect.

When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

**I.15 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)
(SHORT FORM) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

I.16 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any U.S. Agency for International Development Acquisition Regulation (AIDAR) (48 CFR Chapter 7) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.17 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

PART II - ATTACHMENTS

STATEMENT OF WORK

STATEMENT OF WORK FOR USAID/UGANDA PROGRAM EVALUATIONS AND STUDIES

I. BACKGROUND

USAID began its assistance to Uganda immediately after independence in 1962. USAID recognized the country's potential as the "bread basket" of Africa, with its rich natural resources,

and significant rural population. Although priorities have evolved over the past five decades, USAID's commitment to Uganda continues to focus on improving people's livelihoods.

In April 2011, USAID/Uganda's 2011-2015 Country Development Cooperation Strategy (CDCS) was approved. The five-year CDCS has the following Goal Statement, echoing the Government of Uganda's (GOU) vision for national development in Uganda: Uganda's transition to a modern and prosperous country accelerated. The strategy spells three development objectives and one special objective: This activity refers to the three development objectives:

- a) **Improved health and nutrition status in focus areas and population groups** - as a result of increased health seeking behaviors and improved quality, accessibility and availability of health services. USAID/Uganda's health and nutrition interventions are based on the understandings that structurally sound, functioning health systems and quality service delivery that is both available and accessible to Ugandans is essential to effective use of health services, which will lead to improved health outcomes of Ugandans. Strengthened health systems serve as the foundation for these efforts. The Development Objective (DO) interventions focus on diseases such as HIV/AIDS, Malaria, and Tuberculosis, and works to reduce malnutrition and improve reproductive health. The Mission has also strategically refocused education resources to support early grade literacy as the basis for girls' and boys' success and retention in school, and for the multitude of health and other socio-economic benefits demonstrated to follow from girls' education. Uganda is implementing various activities linked to special initiatives under the Presidential Malaria Initiative (PMI), Global Health Initiative (GHI), Presidential Emergency Plan for Aids Relief (PEPFAR) and the Feed the Future (FTF).
- b) **Democracy and governance systems strengthened and made more accountable.** USAID aims to support improved governance systems, work to mitigate conflict, especially around land administration, and work in a number of other aspects of democracy (to include elections, human rights, and Parliament) at the national level and in selected districts.
- c) **Economic growth from agriculture and the natural resource base increased in selected areas and population groups.** Target interventions will support the Government of Uganda's (GOU) Agriculture Development Strategy and Investment Plan (DSIP) through improving agricultural productivity and enhancing market and expanding trade in maize, beans, and coffee value chains in selected districts. USAID will also work to improve nutrition and livelihoods of vulnerable populations through improving access to diverse and quality foods, enhancing nutrition related behaviors and increasing the resilience of vulnerable communities and households. The central initiative under this development objective is USAID's Feed the Future (FtF) Initiative with the overall objective of reducing poverty, hunger, and under nutrition in Uganda. Uganda's FtF Strategy is composed of three components: Agriculture, Nutrition, and a third component, Connecting Nutrition to Agriculture, which seeks to strengthen the relationship between these two interconnected factors affecting poverty and food security. In the area of mitigating resource base degradation to protect future value, USAID is also promoting improvements in Uganda's ecotourism sector and plans to help reduce expected environmental impacts from oil extraction.

Agency regulations, specifically the Automated Directive System (ADS) series, require that each USAID Mission have a comprehensive system to measure the performance of its activities. The system is intended to help Missions manage activities for performance and inform decision making and budget planning. Such a performance reporting and management system is also useful to help meet annual reporting requirements, such as operational plans and performance reports, as well as to support audits, other technical reports and ad hoc requests.

To ensure effective management and evidence based decision making, USAID Uganda shall conduct evaluations of its projects and programs. The evaluations will serve two primary purposes: 1) providing accountability to stakeholders and 2) learning to improve aid effectiveness. USAID plans to conduct a number of performance evaluations, operational researches and studies. Additional operational research and studies under specific projects and themes will be conducted to build on the knowledge base and provide information for learning and improvements in the design and implementation of programs and projects.

II. PURPOSE OF PERFORMANCE EVALUATIONS, OPERATIONS RESEARCH AND STUDIES

USAID Uganda in collaboration with its partners is commissioning these performance evaluations to assess the extent to which intended objectives have been met and the effectiveness of the different program approaches in achieving project outcomes and impacts. These evaluations will document major achievements (what has worked well, why), and opportunities (what could have been done to achieve better results), limitations and challenges; and establish lessons learned and good replicable practices.

The evaluations are intended to guide improvements in current project delivery and management, identify areas for (re) focusing and scale up best practices and approaches to ensure achievement of intended objectives.

Operational research and studies including baseline studies, thematic or cross-sectional assessments studies and reviews will be conducted to provide pertinent information on pre-intervention/baseline status, knowledge on strategies, interventions or technologies that can improve the focusing and results of the USAID development programs. Most of these studies are designed to answer management questions on implementation or achievement of results. The goal is to make aid more effective.

III. KEY EVALUATION QUESTIONS

While specific evaluation questions will be provided at the time USAID commissions each specific evaluation, the following illustrative questions represent what the Teams at USAID will normally be looking for in evaluations. The contractor will use empirical evidence from high-quality data to answer each of the following broad evaluation questions:

1. To what extent have the desired results been achieved? Did the intervention result in the intended change to the beneficiaries?
2. What are the most effective approaches and innovations that should be scaled up? What factors contributed to the success of the effective approaches and how can they be replicated in future? Which approaches weren't as effective in producing results as well as had been anticipated, and why?
3. To what extent can the results be attributed to project interventions?

4. Has the project established a human and/or institutional capacity, systems and country ownership necessary to sustain the activities/results
5. How well is this project perceived by stakeholders to have addressed the real needs?
6. Was this project cost effective?

IV. MAJOR EVALUATION-RELATED COMPONENTS OF PROGRAM SUPPORT AND ILLUSTRATIVE INTERVENTIONS

1. HIV/AIDS Community Based Interventions: Care, health promotion and Behavior Change Communication
2. HIV/AIDS Facility Based and outreach Services: Health Counseling and Testing (HCT), medical prevention, treatment, palliative care
3. HIV/AIDS Prevention interventions directed at Most-At-Risk Populations (MARPs): Behavior Change Communication and referrals
4. Malaria Facility Based and outreach Interventions: diagnosis, treatment, ITN distribution, health promotion and Behavior Change Communication
5. Malaria: Indoor Residual Spraying
6. MCH/FP Community Based services: Distribution of contraceptives, Health promotion and Behavior Change Communication
7. MCH/FP Facility Based and outreach Services: Integrated ANC services, Child health/nutrition, Contraceptive services, Long-Term Methods, Health promotion
8. District-Based technical assistance for comprehensive and integrated health services
9. Support to Central and Local Government for Policy and coordination to improve health and education service delivery
10. Care and support for children in need: OVC Interventions
11. Capacity Building/Strengthening: Pre-Service and In-service training, mentoring, supervisory visits, job-aiding, information sharing
12. Agricultural Value Chain Development: agricultural research, technology development and dissemination, agricultural productivity, marketing and finance, facilitative approaches, value addition
13. Support to vulnerable populations: agricultural livelihood for vulnerable sections, food access, nutrition, health access and healthy behaviors, food security
14. Eco-tourism: community tourism enterprise development, communication and marketing, bio-diversity conservation
15. Peace and conflict mitigation in decentralized environments: livelihoods development, strengthening decentralized systems, infrastructural development.
- 16.

V. TABLE 1. BRIEF DESCRIPTION OF ACTIVITIES TO BE EVALUATED

S.N	NAME OF ACTIVITY	Implementing Partner	Brief Project Description	Required Skills and Experience linked to components

*USAID/Uganda Solicitation # SOL-617-12-000023
Program Evaluation BPA*

S.N	NAME OF ACTIVITY	Implementing Partner	Brief Project Description	Required Skills and Experience linked to components
1.	Expanding Access And Scope of Palliative Care For People Living With HIV/AIDS And Their Families in Uganda	Hospice Africa Uganda	The purpose of the project is to provide clinical palliative care, palliative care education and advocacy programs, and build capacity of other IPs and health facilities to do the same.	1, 2, 11
2.	Community Based HIV/AIDS	Reproductive Health Uganda	The objective of the project is to improve quality of life for HIV Positive individuals, households, families and OVCs in Alebtong, Apac, Kabale, Kanungu, Kole and Lira Districts.	1,2, 11
3.	Community Based HIV/AIDS	The AIDS Support Organization (TASO)	The purpose of the project is to improve HIV/AIDS prevention, care and support services with a focus on community based approaches.	1,2,11
4.	Strengthening Uganda's Systems for Treating AIDS Nationally (SUSTAIN)	University Research Co., LLC (URC)	The project aims to support delivery of quality HIV/AIDS clinical and laboratory services at selected regional referral and district hospitals in Uganda and build the capacity of the public sector to provide these services.	2,11
5.	Targeted HIV/AIDS & Laboratory Services (THALAS)	Joint Clinical Research Centre (JCRC)	The focus of the project is maintaining quality HIV/AIDS care and treatment, laboratory, PMTCT and TB/HIV services.	2,11
6.	Stop Malaria Project (SMP)	Johns Hopkins University Bloomberg School of Public Health Center for Communication Programs (CCP)	The purpose of the project is to increase the coverage and use of key life-saving malaria interventions in support of the Uganda National Malaria Control Strategy and build national capacity to sustain the war against malaria.	4,11

*USAID/Uganda Solicitation # SOL-617-12-000023
Program Evaluation BPA*

S.N	NAME OF ACTIVITY		Implementing Partner	Brief Project Description	Required Skills and Experience linked to components
7.	STRIDES For Family Health		Management Sciences for Health	The project aims to strengthen the capacity of the health system in 15 selected districts in Uganda to make them fully functional and able to deliver quality, integrated reproductive health/family planning (RH/FP) and child survival (CS) services to the people in need of these services.	6,7,11
8.	Sustainable Comprehensive Responses (SCORE) for Vulnerable Children and their families		AVSI	The goal of the project is to decrease the vulnerability of critically and moderately vulnerable children (VC) and their households by improving their socio-economic, food security and nutrition status, increasing availability of Protection and Legal Services and increasing the capacity of vulnerable women and children and their households to access, acquire or provide critical services.	10,11
9.	Strengthening the Ugandan National Response for Implementation of Services for OVC (SUNRISE)		The International HIV/AIDS Alliance (The Alliance)	The focus of the project is to build on efforts of government of Uganda and its development partners to improve social protection for children.	10,11
10.	District based comprehensive technical assistance programs	STAR-South West	Elizabeth Glaser Pediatric AIDS Foundation (EGPAF)	Main focus of these programs is strengthening Tuberculosis and HIV/AIDS prevention, care and treatment in selected districts in Eastern, East central South Western Uganda and Northern Uganda. To the extent that makes practical sense and promotes efficiency, these projects are supporting integration of HIV/AIDS and TB services with Family Planning, maternal and child health, nutrition and malaria interventions	1,2,8,11
		STAR-East	Management Sciences for Health		
		STAR-East Central	JSI Research & Training Institute Inc.		
11.	Northern Uganda Health Integration To Enhance Services (NU-HITES)		To Be Determined	The purpose of the project is to improve and sustain health and nutrition status of Northern Uganda population through district based system strengthening and integrated services	1,2,4,6,7,8,11

*USAID/Uganda Solicitation # SOL-617-12-000023
Program Evaluation BPA*

S.N	NAME OF ACTIVITY	Implementing Partner	Brief Project Description	Required Skills and Experience linked to components
12.	Health Marketing Initiative in Uganda	Johns Hopkins University	The aim of the project is to have a Uganda where families and communities are empowered to protect and improve their health; where markets for health products are vibrant and expanding; and where consumer access to affordable products and services steadily improves and is increasingly sustainable	1,2,3,4,6,7,11
13.	Strengthening Decentralization for Sustainability (SDS)	Cardno Emerging Markets, Ltd	The overall goal of the project is to improve social sector health services by providing Uganda's local governments with appropriate tools and financial support so that they may properly manage the delivery of these services.	9,11
14.	Uganda Capacity Program	Intra Health International	The Uganda Capacity Program objective is to develop the capacities of the central ministries, districts, and professional councils to effectively and efficiently manage their human resources for delivery of health and HIV/AIDS services achieved through enhanced capacity for human resource for health policy and planning; strengthened systems for improved quality, performance based health workforce; and improved health workforce management practices.	11
15.	The Monitoring and Evaluation of Emergency Plan Progress (MEEPP II)	Social & Scientific Systems, Inc. (SSS)	The purpose of this contract is to provide technical support services for the monitoring and evaluation of the President's Emergency Plan for AIDS Relief (PEPFAR) and work with GOU ministries and agencies to strengthen monitoring and evaluation of the national HIV/AIDS response	11
16.	Northern Uganda Development of Enhanced Local Government Infrastructure and Livelihoods (NUDEIL) Project	Winrock International, Government of Uganda	The purpose of the project is to support transition to peace in Northern Uganda by increasing local government's ability to deliver services at the community level through rehabilitation of public infrastructure.	14, 15

Note that all proposed evaluation team leaders must have significant evaluation experience in respective areas.

VI. STUDIES AND OPERATIONS RESEARCH

Anticipated studies will include quantitative and qualitative data collection and analysis, baseline studies, assessments, rapid appraisals, surveys and various types of reviews. These investigations will be conducted in the health and agricultural thematic areas of interest;

- Under HHE in the areas of health service delivery specifically for HIV/AIDS, nutrition, malaria, tuberculosis, reproductive health, family planning, health systems strengthening, pupil reading skills, health seeking behaviors, community development, water, sanitation and hygiene and health supply chain management
- Economic growth: agricultural production, agricultural technology development and dissemination, markets and trade, finance, livelihoods development, food security, eco-tourism development, bio-diversity and oil impact mitigation.

The purpose of these studies is to address specific questions of interest on status, identifying issues impeding achievement of development objectives and implementation of activities and testing of hypotheses and provide recommendations on strategies, interventions or technologies that can improve results of program/issues being investigated.

In addition to the relevant technical expertise, offerer(s) should demonstrate skills in the areas of management science investigations, research design and management, sampling, statistical data analysis, quantitative and qualitative research methods and report writing.

VII. TABLE 2. ILLUSTRATIVE STUDIES AND OPERATIONAL RESEARCH TO BE CONDUCTED

S.N	Study Name	Required Technical and/or Program Management Skills and Experience
1	Further Analysis of AIS data and supporting in-depth studies	HIV/AIDS, advanced statistical data analysis, analysis of categorical data, rapid appraisal methods
2	Youth and Reproductive Health Baseline Study in Northern Uganda and Karamoja region	Research experience in education, youth and adolescent reproductive health and family planning, assessing knowledge, attitudes and perceptions, work in conflict and post-conflict conditions
3	Private sector attribution to health outcomes	Experimental and quasi-experimental designs, all technical health areas, private sector, capacity building, access to national health statistics data
4	Developing a methodology for rating the quality, availability and accessibility of health services	Statistical data analysis, developing indices, research in service delivery in the public and private sectors, organizational assessment, perception surveys

S.N	Study Name	Required Technical and/or Program Management Skills and Experience
5	Understanding effectiveness of health systems strengthening approach as applied by USAID programs in improving quality and increasing availability and accessibility of health services in Uganda	Experimental and quasi-experimental designs, health sector capacity assessment, capacity development and assessment, statistical data analysis, developing indices, research in service delivery in the public and private sectors, organizational assessment, perception surveys
6	Assessing the impact of different OVC support packages on child status and vulnerability	Demography, child psychosocial research, food and nutrition, child education, community socioeconomic structure analysis, assessment of livelihood and economic strengthening interventions, tests of hypotheses, experimental and quasi-experimental designs
7	Establishing the outcomes of comprehensive male circumcision programs on risky sexual behavior	HIV/AIDS, epidemiology, behavioral surveillance, evaluation of behavior change communication interventions, assessment of knowledge, attitudes and perceptions, experimental and quasi-experimental designs, statistical analysis of quantitative and categorical data
8	Discordance and Condom use	HIV/AIDS, behavioral surveillance, assessment of knowledge, attitudes and perceptions
9	Other agriculture and food security related baseline studies, assessments, surveys and reviews	Agricultural research, technology development and dissemination, agricultural productivity, marketing and finance, facilitative approaches, value addition, agricultural livelihood for vulnerable sections, food access, nutrition, health access; food security; community tourism enterprise development, bio-diversity conservation,

VIII. METHODOLOGY

Closer to the actual time of evaluation or study, USAID will facilitate to pre-qualified offerers specific statements of work detailing evaluation purpose/study objectives and evaluation/research questions. Depending on the nature and type of evaluation, research questions and study objectives, contractors will be expected to use a mix of qualitative and quantitative methods to conduct evaluations and studies that meet the stated purpose and respond to each of and all the questions listed. Sample surveys, focus group discussions, key informant interviews, client exit interviews and service delivery observation are some of the most common methods. Proposed methodologies should bear in mind the diverse groups of project stakeholders and clearly describe how reliable and meaningful information will be collected in an efficient manner. For evaluations, successful contractors will be provided with relevant project documents to provide information about the projects. Reference and use of other literature outside the projects is required to ensure that

findings, conclusions and recommendations made are relevant and backed by evidence. Where possible gender disaggregated information should also be collected and analyzed.

For purposes of this solicitation, proposals should include brief evaluation or research designs that facilitate assessment of the offerer's understanding of each evaluation/study that you have interest in. More detailed methodology will be requested from prequalified offerers at the time of commissioning the evaluation/study.

IX. LOCATION OF ACTIVITIES

Evaluations and studies will be conducted in areas of interest to USAID. This includes areas of operation by implementing partners and wherever else information needs lead us to.

X. DURATION OF THE ASSIGNMENT

These assignments are expected to take anything between two weeks and six months. Studies that need longer periods of implementation will be considered on a merit basis. For each evaluation/study selected, offerer should include a summary implementation schedule showing estimated time for each activity (in days or weeks)

XI. ILLUSTRATIVE DELIVERABLES FOR EVALUATIONS AND STUDIES

- 1) In Briefing: Introduction of the evaluation team, discussion of the SOW and initial presentation of the proposed evaluation work plan.
- 2) An Inception report detailing the Contractor's interpretations of the assignment, an evaluation design and methodology, study protocol, data collection tools, analytical plans, sampling, work schedule.
- 3) Weekly Progress Reports: Brief informal reports summarizing progress, challenges and constraints and describing evaluation team's response
- 4) Oral Presentation: Power Point presentation (including hand outs). The oral presentation should, at a minimum, cover the major findings, conclusions, recommendations, and key lessons. The evaluation team will liaise with the mission to agree on the dates, audience, venue and other logistical arrangements for this briefing.
- 5) Draft Evaluation Report: An illustrative report outline is attached. The report should comply with the USAID's Evaluation Report standards set out in the USAID Evaluation Policy 2011 <http://transition.usaid.gov/evaluation/USAIDEvaluationPolicy.pdf>
- 6) Final Draft Report: Complete report incorporating comments from USAID and other stakeholders.
- 7) Final Report: A final report incorporating final edits for wider sharing. The approved final report should be cleared by USAID before submission to the USAID Development Experience Clearing house. The Evaluation Contractor will also submit on a CD all data records from the evaluation i.e. full data sets from the quantitative data, interview transcripts, and other documented survey responses.
- 8) Complete data set upon completion of the study in an acceptable software version

* Draft and Final Evaluation Report should be provided in five (5) hard copies and one (1) electronic copy.

XII. EVALUATION CRITERIA

USAID will use the following three criteria to evaluate proposals

- 1) Institutional capacity
- 2) Core Technical Experts
- 3) Past Performance

XIII. PROPOSAL FORMAT

The Proposal must not exceed 8 pages and should follow the following format. Each CV in the annex must not exceed 5 pages for a maximum of 5 CVs.

- 1) Cover letter (approx. ½ page) including major areas of competence and experience
- 2) Firm Particulars
 - a) Name
 - b) Mailing Address
 - c) Telephone Contacts
 - d) Email
 - e) Website (if applicable)
 - f) Country or countries registered in
 - g) Number of directors
- 3) Show evaluation areas of interest and which the firm considers itself qualified to conduct by completing the table below

S.N	MAJOR EVALUATION-RELATED COMPONENTS	Mark this box with an "X" to select an evaluation
1.	HIV/AIDS Community Based Interventions: Care, health promotion and Behavior Change Communication	
2.	HIV/AIDS Facility Based and outreach Services: Health Counseling and Testing (HCT), medical prevention, treatment, palliative care	
3.	HIV/AIDS Prevention interventions directed at Most-At-Risk Populations (MARPs): Behavior Change Communication and referrals	
4.	Malaria Facility Based and outreach Interventions: diagnosis, treatment, ITN distribution, health promotion and Behavior Change Communication	
5.	Malaria: Indoor Residual Spraying	

6.	MCH/FP Community Based services: Distribution of contraceptives, Health promotion and Behavior Change Communication	
7.	MCH/FP Facility Based and outreach Services: Integrated ANC services, Child health/nutrition, Contraceptive services, Long-Term Methods, Health promotion	
8.	District-Based technical assistance for comprehensive and integrated health services	
9.	Support to Central and Local Government for Policy and coordination to improve health and education service delivery	
10.	Care and support for children in need: OVC Interventions	
11.	Capacity Building/Strengthening: Pre-Service and In-service training, mentoring, supervisory visits, job-aiding, information sharing	
12.	Agricultural Value Chain Development: agricultural research, technology development and dissemination, agricultural productivity, marketing and finance, facilitative approaches, value addition	
13.	Support to vulnerable populations: agricultural livelihood for vulnerable sections, food access, nutrition, health access and healthy behaviors, food security	
14.	Eco-tourism: community tourism enterprise development, communication and marketing, bio-diversity conservation	
15.	Peace and conflict mitigation in decentralized environments: livelihoods development, strengthening decentralized systems, infrastructural development.	

4) Show Operations Research/Studies of interest and which the firm considers itself qualified to conduct by completing the table below

S.N	Study Name	Mark this box with an "X" to select Operations Research/Study
1.	Further Analysis of AIS data and supporting in-depth studies	
2.	Youth, Education and Reproductive Health Baseline Study in Northern Uganda and Karamoja region	
3.	Private sector attribution to health outcomes	

4.	Developing a methodology for rating the quality, availability and accessibility of health services	
5.	Understanding effectiveness of health systems strengthening approach as applied by USAID programs in improving quality and increasing availability and accessibility of health services in Uganda	
6.	Assessing the impact of different OVC support packages on child status and vulnerability	
7.	Establishing the outcomes of comprehensive male circumcision programs on risky sexual behavior	
8.	Discordance and Condom use	
9.	Other agriculture and food security related baseline studies, assessments, surveys and reviews	

5) Institutional Capacity

- a) Year when operations began
- b) Number of full time staff with degree and above categorized by years of experience(0-2 years, 3-5 years, 6-10 years, over 10 years)
- c) Show # of other health, evaluation or research experts (degree and above) available to work for this firm on a part-time basis categorized by years of experience(0-2 years, 3-5 years, 6-10 years, over 10 years). This number must only include experts you have contacted during the last twelve months who are not in long-term engagements elsewhere and who have confirmed they are willing to work part-time for this firm
- d) Has board of directors?
- e) Frequency of meetings
- f) Date of last meeting
- g) Has bank account?
- h) Has ever been audited by an independent audit firm?
- i) Date of last audit
- j) Results of last audit
- k) Number of new grants and contracts received in last 5 years
- l) Total value of grants and contracts received in last 5 years
- m) Has annual report?

6) Core technical experts

Provide summary qualifications (approx. ½ page each) for 3-5 staff or part-time consultants most likely to lead evaluations and/or studies that may be awarded to this firm. Use people you know will most likely be available: please note that if firm is prequalified USAID may demand that at least some of the persons listed in this section be available to perform a task order. USAID may request detailed CVs at a later stage

7) Past Performance

