



Office of Acquisition and Assistance

RFQ Number: SOL-306-13-000010
Issuance Date: November 21, 2012
Questions Date: November 26, 2012, 3:00 P.M. Local (Kabul time)
Closing Date: December 06, 2012, 3:00 P.M. Local (Kabul time)

SUBJECT: Request for Quotations, USAID/Afghanistan Agricultural Geospatial Information System (AGIS) Program

Dear Prospective Offeror:

This procurement is for professional services to conduct an Agricultural Geospatial Information System (AGIS) program to provide baseline data collection and analysis focusing on variables that permit counterfactual analysis of program outcomes. Please see the Attachment 1, Request for Quotations for details.

This solicitation is being issued as a combined synopsis/solicitation for commercial items in accordance with FAR 12.6 and 13.105 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. Quotations shall address the requirements in Attachment 1. Offerors shall fill out and include Standard Form 1449 signed with your quotation or submit a cover letter in accordance with instructions in FAR 52.212-1. Quotations must be submitted by email to nshaherzad@usaid.gov by the closing date and time stated above. The quotations will be evaluated based on technical acceptability and price. The price quotation must be accompanied by brief budget notes explaining assumptions used in developing the cost estimates. Please do not include extensive background and corporate information into the proposal.

This request for quotation in no way obligates the United States Agency for International Development (USAID) to award a purchase order, nor does it commit USAID to pay any costs incurred in the preparation and submission of quotations. The Government intends to evaluate offers and award a contract without discussions with offerors. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

Questions should be addressed to Nadia Shaherzad, Acquisition & Assistance Specialist at nshaherzad@usaid.gov.

Sincerely,

Paul Martin
Contracting Officer
USAID/Afghanistan

Enclosures:

1. Attachment 1, Request for Quotation SOL-306-13-000010

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER REQ-306-13-000002	PAGE 1 OF 24
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SOL-306-13-000010	6. SOLICITATION ISSUE DATE 11/20/2012	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Nadia Shahezrad, nshahezrad@usaid.gov	b. TELEPHONE NUMBER (No collect calls) Please use e-mail	8. OFFER DUE DATE/ LOCAL TIME 12/05/2012 1500 LT
9. ISSUED BY USAID/Afghanistan, US Embassy, East Compound, Office of Acquisition & Assistance Great Massoud Road Kabul, Afghanistan Attn: Paul Martin			CODE	Afg	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541370 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13b. RATING	
15. DELIVER TO USAID/Afghanistan Office of Agriculture			CODE	Afg	18. ADMINISTERED BY See block 9
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18a. PAYMENT WILL BE MADE BY Office of Financial Management USAID Afghanistan Tel: +93(0)700 234 234 Email: KabulAidevouchers@usaid.gov		
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	The contractor shall provide services per the attached Statement of Work (SOW)				
	(Use Reverse and/or Attach Additional Sheets as Necessary)			23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
Paul Martin			Paul Martin		11/21/2012

Agricultural Geospatial Information System (AGIS) Program

A. Statement of Work

I. Context

USAID/Afghanistan's agricultural portfolio that is operational in Regional Command-East (RC-E) is comprised of four programs resourced with nearly \$350 million—IDEA-NEW, CHAMP, ACE/ADF and AGRED. These programs are active along the Highway 7 and Highway 1 transportation corridors. Security and access is a significant constraint to both implementation, and monitoring and evaluation as it applies to both USAID/Afghanistan and its implementing partners. The security situation is expected to become an ever-growing concern with the Coalition Forces "force re-posturing" as transition in 2014 approaches; this will negatively impact Chief of Mission personnel's movement and ability to perform both program development and impact/results analysis.

Agricultural program development/preparation requires a strong link between planning and feedback on what is happening on the ground. In addition, new USAID agency-wide guidance requires more stringent data management, evaluation and monitoring procedures for programming. Priority must be given to undertaking baseline data collection and analysis early in the program development cycle, focused on variables that permit counterfactual analysis of program outcomes. Impact/results-based orientation requires monitoring and evaluation (M&E) as a part of the design process with outcomes as the starting point in conceptualizing the program (and its M&E system).

M&E is the key to understanding and effectively tracking and documenting the impact/results of agricultural development interventions. Yet, despite the attention given to M&E methods and guidelines for USAID/Afghanistan's agricultural development programs, the continuing slow development of an impact/results-based M&E system suggest that a new approach to complement the existing system is needed. Specifically, consideration must be given to data collection analysis and reporting demands that are both manageable and compatible with the technical and institutional capacity of the implementing partner, and its paucity of competent staff and understanding of the role and utility of M&E.

In conclusion, given the increasing demand for development accountability and impact, and the limitations of quantitative indicators in addressing "why" questions, there is a need for a new M&E paradigm. The Agricultural Geospatial Information System (AGIS) represents a more pragmatic approach to impact/results-based M&E systems that is both affordable and statistically robust as compared to relatively expensive surveys. The AGIS program for RC-E takes on an increasingly important role given M&E's dominant role, both for agricultural program development/preparation and measuring impact/results. Therefore, USAID/Afghanistan Office of Agriculture is looking to pilot a new system of baseline data collection as a first step towards augmenting the office's M&E system.

II. Goal and Objectives

The goal of AGIS is to upgrade USAID/Office of Agriculture (OAG) M&E systems. In its current form, agricultural M&E systems can be characterized by lack of relevance, cost-effectiveness, efficiency, impact/results orientation and sustainability of the system. There is too much information being collected that complicates analysis and creates delays, resulting in confusion and non-timely

action or no corrective action being taken when necessary. The keywords are simplicity and management. The upgrade requires effective and innovative use of geospatial information systems (GIS) and remote sensing technology to support USAID/Afghanistan's Office of Agriculture in both planning and impact/results data collection and analysis.

Therefore, this pilot study will have two deliverables:

1. An operational snapshot of region east, Afghanistan that will allow OAG to have a baseline understanding of the agricultural sector in this region.
2. A more detailed, ground up viewpoint on agriculture in Nangarhar province, where all of USAID's key projects are operating.

The study will be conducted with the following four objectives:

1. Linking USAID/Afghanistan's agricultural program development with the AGIS in order to ensure that base alternative livelihood information on "agricultural zones¹" is available;
2. Develop a tool that can analyze impact/results of agricultural programming;
3. Simultaneously, with the development of the AGIS tool, measure the impact/results of USAID/Afghanistan agricultural programming in Nangarhar Province; and
4. Introduce a quality control and quality assurance (QA/QC) approach for USAID/Afghanistan (that can be required for use by the implementing partners) to monitor and track inputs, outputs, and outcomes that is appropriate in a war-zone, and makes available to the program management information that enhances implementation.

III. Analysis of Agricultural Systems and Changes in RC-E using Remote Sensing

The primary criteria for targeted provinces are the scale of "agricultural zones." The focus will be on Ghazni, Logar, Wardak, Paktya, Parwan, Nangarhar and Laghman Provinces, to achieve the two deliverables listed above.

Methodology/Approach/Deliverables

Logar/Wardak/Paktya/Parwan/Laghman/Nangarhar

To the extent data is available, measure the change in performance of agriculture since 2008, where winter cycle agricultural areas are measured and compared between years and agricultural intensity measured through historical peak normalized difference vegetation index (NDVI) values through both

¹ Agricultural zones are areas with a critical mass of agricultural land, and an environment with alternative livelihood opportunities. Alternative livelihood opportunities are a function of many variables including the following: Quality of agriculture; Irrigation; Security; Distance to the provincial capital; Distance to the district center; Distance to markets; Proximity to transportation corridors; Governance capacity; District infrastructure; Rural Agricultural Diversity; and Access to Electricity.

winter and summer agricultural cycles. The purpose of this review/analysis is to provide an overview of the cropping patterns and production over this period and to understand any underlying reasons for change, including any impact of donor-funded programs and activities in the region.

Deliverables include the following:

- Cropping patterns: Identify broad field level crop classification over 3 years per province between 2008 and 2012 covering both winter and summer agricultural cycles (earlier if imagery allows), with crop classifications as follows:
 - Wheat
 - Cereal (Wheat/Barley/Maize)
 - Orchard
 - Vineyard
 - Other (covering Fodder, Vegetable, Cotton)
 - Fallow
- Crop rotation. Identify and track crop rotation within each province.
- Cropping cycles. Create maps and charts for timelines of agricultural cultivation and land activity across the region based on the provinces targeted.
- High value horticulture: Map the expansion in orchards and vineyards over time, between 2008 and 2012 (earlier if required for effective analysis).
- Physical Infrastructure: Map changes in road and irrigation infrastructure between 2008 and 2012 (or earlier if data is available and is useful to the analysis).

IV. AGIS Impact Analysis of USAID Agriculture Programming in Nangarhar Province

To create a more detailed analysis the target province for the study is Nangarhar. USAID has invested heavily in alternative livelihood programming in Nangarhar Province with the goal of reducing poppy production through changes in farming systems—diversification of production with a mix of perennials and annuals, and 2nd and 3rd cropping seasons.

Methodology/Approach/Deliverables

The AGIS proposes an impact/results approach through well-targeted participatory assessments by experienced personnel on small (random) samples of the program population repeated over short intervals that are directly linked with remote-sensing captured through the use of satellite and aerial imagery². AGIS represents a pragmatic approach to M&E that is both affordable and statistically robust as compared to relatively expensive surveys.

² A geographic information system (GIS) is a computer-based tool for mapping and analyzing feature events on earth. GIS technology integrates common database operations, such as query and statistical analysis, with maps. GIS manages location-based information and provides tools for display and analysis of various statistics, including population characteristics, economic development opportunities, and vegetation types. GIS allows you to link databases and maps to create dynamic displays. Additionally, it provides tools to visualize, query, and overlay those databases in ways not possible with traditional

Project phases are the following:

1. Establishment of research sites (RS) and initial data processing at the Province, Route 7 & RS level;
2. Detailed fieldwork and debriefing;
3. Further 'follow-up' remote sensing analysis based on results of latest fieldwork and historical field data (as accessible from USAID and other sources);
4. Analysis of field survey data and remote sensing data;
5. Generation of final report and briefing.

Identifying Research Sites and Initial Remote Sensing. A suggested approach for the economic/transportation corridor work would be to establish a number of Research Sites (RS) that are determined in relation the requirements above. Fifteen RS will be selected so as to allow for a comparative analysis across geographic space and time, in particular identifying what impact the economic corridor has on rural livelihoods, and economic development both within and beyond the concentration of current and historical development effort. Site selection would be based on:

- Proximity to Route to 7. For example a number of RS will be identified in close proximity to Route 7 (such as Markoh), others some distance away in order to determine how access to roads and associated markets have supported crop and income diversification and how this differs by location.
- A further research site would be the economic park itself and immediate surrounding area (as well as route connecting it to Jalalabad)—the economic park was conceptualized to be populated largely by medium-to-large agribusinesses.
- Where possible additional RS would be identified so that they can draw on historical fieldwork and analysis Nangarhar. This will offer detailed historical, contextual and causal data in RS in Achin, Kama, Khogayani, Surkhrud and Shinwar, dating back to 2008 and as required and possible to generate analysis back to 2005.
- In addition, comprehensive mapping across RC-E of poppy cultivation between 2008 and 2012 highlighting both the locations and intensity of cultivation where poppy cultivation increased in 2012 from 2011 and where it is likely to increase again in 2013.

Nangarhar Province Alternative Livelihood Analysis: Contextual data looking at timeline between 2008 and 2012 (further back is desired as necessary to complete a good analysis and understand change over time) where all data is mapped within a GIS to assist with regional planning:

- Population density mapping;
- Lights at night;
- Road network and classification;
- Markets (where the data exists);
- Security data (where useful to analysis and to explain change);

spreadsheets. These abilities distinguish GIS from other information systems, and make it valuable to a wide range of public and private enterprises for explaining events, predicting outcomes, and planning strategies.

- Change in extent and performance of Agriculture over time, where winter cycle agricultural areas are measured and compared between years and agricultural intensity measured through historical peak NDVI values through both winter and summer agricultural cycles by district;
- Poppy cultivation mapping over time and vulnerable areas for poppy cultivation return;
- Identify key economic zones

Route level analysis: Route 7 between Jalalabad and Torkham between 2008 and 2012 (or further back as is useful to analysis)

- Route 7 improvements over time, observed through imagery;
- Development over time of road side infrastructure (filling stations, shops etc);
- Development over time of major markets on or close to the road (but not including Jalalabad);
- Development of customs infrastructure over time (at Torkham and 5km East of Jalalabad);
- High value horticulture: Mapping the expansion in orchards and vineyards overtime up to 2km either side of route 7, between 2008 and 2012 (earlier if useful to analysis)

Research site level: 15 Research sites (where each are 2km x 2km)

- One RS at Nangarhar economic park – baseline and monitor development over time
- Cropping patterns: Identify broad field level crop classification over 3 years per RS between 2008 and 2012 covering both winter and summer agricultural cycles (earlier if imagery allows), with crop classifications as follows:
 - Wheat
 - Poppy
 - Cereal (Wheat/Barley/Maize)
 - Orchard
 - Vineyard
 - Other (covering Fodder, Vegetable, Cotton)
 - Fallow
- Crop rotation. Identify and track crop rotation within each RS;
- Cropping cycles. Create maps and charts for timelines of agricultural cultivation and land activity;
- High value horticulture: Map the expansion in orchards and vineyards overtime, between 2008 and 2012 (and earlier if useful to analysis);
- Physical Infrastructure: Map changes in road and irrigation infrastructure between 2008 and 2012 (earlier if useful to analysis);
- Compare changes over time in RS with program coverage with RS with no program coverage (specifically USAID's CHAMP and IDEA-NEW programs)

Fieldwork and debriefing. Fieldwork is required to explain any changes in rural livelihoods over time as well as identify the reasons for the differences that exist by location and across different socio-economic groups. Fieldwork will be conducted in selected RS by a team of researchers with experience in the province and historical knowledge of the selected RS. The researchers will collect information within each RS. Their assessment will focus on, but not be limited to the following:

- Degree of effective technology transfer and adoption rates through programs to recipients (such as trellising, two wheel tractor, improved seed);
- Crop and income diversification;
- Degree of fertiliser and pesticide use (and why/when farmers are using);
- Agricultural productivity and yields by crop in current agricultural cycle;

- Type and quality of perennial plantations (e.g. vine as well as fruit/nut tree types);
- Use of trellising in vineyards;
- Access to food production and marketing facilities (tracking product distribution channels);
- Changes in transport and transaction costs and how this has impacted farm community livelihood;
- Changes in water use or availability and how this has impacted production and farm community livelihood;
- Coping strategies in response to change

The above data points and analysis would primarily be used to understand any change in agricultural production, productivity and farm community income since 2008 (a five year period).

Feedback Loop. Typically fieldwork will result in a number of further areas of enquiry that need to be followed up with further remote sensing and analysis. This feedback loop is critical to the verification of ground data as well as to explaining why particular phenomena occur. It is this interaction between the analysis of fieldwork results and remote sensing that has proven to offer unique value in other impact assessment work conducted by the project team. This phase of the project will also draw heavily on unique historical field data collected from the RS where possible.

Analysis & Reporting. Analysis of field survey data and remote sensing data and completion of written report and oral briefing.

Period of Performance: The purchase order recipient shall complete all aspects of this project within 90 days of the date of award.

B. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

I. NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

PURCHASE ORDER CLAUSES

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

<http://www.arnet.gov/far> ; <http://www.usaid.gov>

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	JAN 2012
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.213-2	INVOICES	APR 1984
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DIFINITIZATION	OCT 2010
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR –COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-41	SERVICE CONTRACT ACT OF 1965, (AS AMENDED)	JUL 2005
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN	NOV 2011
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-29	TERMS AND FINANCING OF PURCHASES OF COMMERCIAL ITEMS	FEB 2002
52.232-30	INSTALLMENT PAYMENT FOR COMMERCIAL ITEMS	OCT 1995
52.233-2	SERVICE OF PROTEST	AUG 1996
52.233-3	PROTEST AFTER AWARD	AUG 1996

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG1996
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2006
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

II. A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.7006	NOTICES	APR 1984
752.7025	APPROVALS	APR 1984
752.7035	PUBLIC NOTICES	DEC 1991

C. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) FULL TEXT CLAUSES

I. FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

II. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) 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, 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.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

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

records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2)

(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;

(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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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 will 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.

(3) 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 will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

III. EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

(End of Clause)

IV. SUB-AWARD REQUIREMENTS (MARCH 2012)

(a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

(i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;

(ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.

(iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

(i) [RESERVED.]

(g) For purposes of calculating tiers, the following will not be considered a tier:

(i) subsidiaries of the awardee;

(ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;

(iii) employment awards for a single individual, provided that such individual issues no further sub-awards;

(iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;

(v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

(End of clause)

V. FRAUD REPORTING

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

(End of Clause)

VI. IMPLEMENTING PARTNERS NOTICES

The contractor shall comply with and adhere to all USAID Afghanistan Implementing Partner Notices. Copies of Notices are provided to implementing partners at the time of issuance. Copies are also available upon request from the Cognizant Contracting Officer.

(End of Clause)

VII. VETTING

A. 4-14.001

Information for Non-US contractors, subcontractors, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in appendix B of this contract for:

- i) Itself, if it is a non-U. S. entity;
- ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$150,000 or more, that is a non-U.S. entity; or
- (iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity" means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USA ID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

- i) Once a year; or
- ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

B. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this contract, the contractor certifies, to the best of its knowledge and belief that:

1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:

(a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website:

http://www.treas.gov/offices/eotffc/ofac/sdn/tl_lsdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

(b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website:
<http://www.un.org/Docs/sc/committees/1267/1267ListHng.htm>.

(c) Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

(d) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this certification:

(a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

(b) "Terrorist act" means-

- i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.iaai.org/English/Terrorism.asp>); or
- ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
- iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

(c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

(d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

- (e) The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (b) By entering into this contract, the Offeror acknowledges that it has a continuing obligation and shall notify the Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a) of this clause.
- (c) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify the contracting officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

C. Restrictions on certain foreign purchases (June 2008)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [http:// www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http:// www.treas.gov/offices/enforcement/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.
- (d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2).