

Solicitation Cover Page
Request for Proposals (RFP)



1. RFP NUMBER 6089-T4-VAR-08-2017 RFP	2. TITLE OF SOLICITATION CREACION Y FORTALECIMIENTO DE UNIDADES DE ANALISIS, MONITOREO Y EVALUACION	3. DATE SOLICITATION ISSUED May 26, 2017
4A. PROPOSAL SUBMISSION DATE/TIME June 19, 2017, 9.00 AM CST	4B. QUESTIONS/CLARIFICATIONS DUE BY June 02, 2017, 5:00 PM CST	5. DELIVERY/PERFORMANCE DATES June 15, 2017 – August 15, 2019
6A. ANTICIPATED TYPE OF AGREEMENT Firm Fixed-Price	6B. PAYMENT TERMS FOR AGREEMENT please refer to Section D, No. 7	6C. GEOGRAPHIC CODE 937

7. OFFEROR CONTACT INFORMATION *(TO BE COMPLETED BY THE OFFEROR)*

NAME _____
ADDRESS _____
POINT OF CONTACT _____ E-MAIL _____
TELEPHONE / FAX _____ WEBSITE _____

8A. MSI ISSUING OFFICE
Management Systems International, Inc.
Hamburgo 206-303, Col. Juárez, Del. Cuauhtémoc 06600
POC: Victoria Baltazar
E-mail : ybaltazar@msi-inc.com

8B. ADDRESS FOR SUBMISSION OF PROPOSALS
MSI / PROJUS
(electronic submissions only)
E-mail: adquisiciones@msimex.com

9. MSI CLIENT USAID	9A. PRIME CONTRACT/TASK ORDER # AID-523-C-14-00003	9B. MSI PROJECT NAME Promoting Justice Project	9C. PLACE OF PERFORMANCE / DELIVERY MEXICO
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10. PROPOSAL SUBMISSION, ACCEPTANCE AND ELIGIBILITY

ELECTRONIC SUBMISSIONS MUST BE RECEIVED AT THE ADDRESS SPECIFIED BEFORE THE DATE/TIME DUE SET FORTH ABOVE. PROPOSALS RECEIVED AFTER THAT TIME OR AT A DIFFERENT LOCATION MAY NOT BE ACCEPTED. OFFERORS MUST BE TECHNICALLY QUALIFIED, FINANCIALLY RESPONSIBLE AND OTHERWISE ELIGIBLE FOR RECEIPT OF AN MSI CLIENT-FUNDED AWARD.

ALL PROPOSALS AND DELIVERY DATES SHALL BE VALID FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE SET FORTH ABOVE IN BLOCK 4A, UNLESS OTHERWISE CLEARLY SPECIFIED BY OFFEROR.

11. BUSINESS STATUS AND REGISTRATION *(TO BE COMPLETED BY THE OFFEROR)*

DUNS# _____ TAX ID _____ NATIONALITY OF OWNERSHIP _____

OFFEROR CERTIFIES THAT THEY ARE: U.S. LARGE BUSINESS U.S. NON-PROFIT ORGANIZATION
 GOVERNMENT OWNED OR AFFILIATED NON-U.S. BUSINESS REGISTERED IN THE SAM (www.sam.gov)
 OTHER (SPECIFY) _____

IF U.S. SMALL BUSINESS, INDICATE TYPE (CHECK ALL THAT APPLY): APPLICABLE NAICS CODE(S) _____
 SMALL WOSB SDB HUB-ZONE VOSB SDVOSB HBCU ANC & INDIAN TRIBE

12. ACKNOWLEDGEMENT OF MODIFICATIONS

OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING SOLICITATION MODIFICATIONS: _____

OFFERORS MUST PROVIDE WRITTEN ACKNOWLEDGEMENT OF THEIR RECEIPT OF ALL MODIFICATIONS.

13A. AGREEMENT

BY SIGNING THIS PROPOSAL, OFFEROR HEREBY CERTIFIES TO THE CURRENCY, ACCURACY AND COMPLETENESS OF ALL PRICING INFORMATION, TECHNICAL DATA, DELIVERY DATES, REPRESENTATIONS AND CERTIFICATIONS INCLUDED IN THEIR OFFER AS WELL THE ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS RFP/SOLICITATION. MSI RESERVES THE RIGHT TO MAKE AN AWARD ON THE BASIS OF THIS INFORMATION AND PROPOSAL WITHOUT FURTHER DISCUSSIONS.

13B. SIGNATURE OF OFFEROR'S REPRESENTATIVE	NAME & TITLE OF REPRESENTATIVE
	DATE

INSTRUCTIONS TO THE OFFERORS

I. INTRODUCTION & GENERAL BACKGROUND

Management Systems International (MSI) is a Washington, DC -based development firm founded in 1981 with a corporate commitment to improving public sector management in the U.S. and abroad. MSI's technical expertise includes implementation of a range of analytical and field projects in results-based management, including strategic planning and program performance monitoring and reporting, monitoring and evaluation, policy implementation, institutional development, and training.

MSI is implementing the "Promoting Justice Project" on behalf of USAID/Mexico under Contract number AID-523-C-14-00003. The project's overall objective is to provide customized support to federal and state authorities to accelerate the Mexican Criminal Justice Reform, which contributes to broader U.S. Government and Government of Mexico efforts to mitigate conflict, reduce impunity, and promote a more transparent and efficient justice system. A 2008 Constitutional reform required all state and federal jurisdictions to make the transition to the new criminal justice system by 18 June 2016 – termed the 'point of no return'. This 'point of no return' was reached by each of Mexico's 32 states with PROJUST's support. Current PROJUST efforts are aimed at preventing backsliding by facilitating institutional and cultural change of the new criminal justice system.

2. SPECIFIC REQUIREMENT & RFP SECTIONS

This Request for Proposals (RFP) solicits applications from qualified U.S. and/or Mexican companies to provide services for diagnosis and strengthening (for existing units), and creation of new Analysis, Monitoring and Evaluation Units for the institutions of the Mexican Criminal Justice System as set forth in Section C.

This RFP includes this Section A, Solicitation Cover Page, Section B, Instructions to Offerors and six (6) additional sections with all Specifications and Terms & Conditions. In the event of an ambiguity of conflict, their order of precedence is as follows: Section A, B, C, E, D, F, G.

This RFP includes eight sections:

SECTION A – Solicitation Cover Page

SECTION B – Instructions to Offerors

SECTION C – Statement of Work

SECTION D – Sample General Provisions for a resulting Award

SECTION E – Sample MSI Special Provisions for a resulting Award

SECTION F – Illustrative Budget Sample

SECTION G – Responsibility Questionnaire and Nationality Certification (*TO BE COMPLETED BY OFFEROR*)

3. TYPE OF AWARD AND PERFORMANCE/DELIVERY

MSI intends to award Firm Fixed Price subcontracts for the services detailed in Section C. All services must be completed within the scheduled period of performance as provided in Box 5 of the Solicitation Cover Page.

4. SPECIFICATIONS AND SOURCE SELECTION

MSI will conduct source selection for potential awards of the required services. The award will be made based on the source selection basis and evaluation criteria set forth in Article 7, below. In order to be considered for award, Offerors must respond to the requests and requirements of this Solicitation. **Please do note that the current acquisition does not oblige MSI to issue an award.**

5. CONTENT & FORMAT OF PROPOSAL

Upon receipt of this RFP, please indicate your interest by sending a reply to the point of contact mentioned in Box 8B of the Solicitation cover page.

In order for MSI to conduct the most efficient and thorough analysis of proposals received, Offerors are requested to format their proposals as follows:

TECHNICAL PROPOSAL

Technical Proposals should be presented according to the following.

- a) A Letter of Commitment including a brief description of the Offeror's firm and confirmation of Offeror's willingness to comply with MSI's General and Special Provisions (SECTIONS D and E). The letter must include the Number and Title of this RFP, along with the firm's name, address, telephone and fax numbers and e-mail address. The Offeror must also designate and provide contact information for the main contact person for its offer, who will also be responsible for project implementation and ensuring the quality and timely delivery of work products.
- b) Complete necessary certifications as required by MSI's Client – complete Sections G.
- c) Technical Description – Offerors shall provide a **Work Plan** including work schedule that convincingly demonstrates that the Offeror understands the context, goals, objectives and the requirements of the Statement of Work (Section C), the local conditions and how the Offeror intends to achieve the objectives in a timely and accurate fashion. The Work Plan should contain an explanation of the **Technical Approach** to implement the project within the required timeframe, as well as any methodological, geographical, or security considerations relevant to the Work Plan. All proposals must be technically acceptable. No deviations from any of the technical requirements in Section C as well as the required delivery/completion times will be accepted.
- d) Specific Technical Experience – Similar Projects: Offerors must provide sufficient qualifications for the firm and CVs/resumes for its proposed personnel which demonstrate the Offeror's prior experience set forth in the Statement of Work (Section C). MSI considers prior experience in similar and relevant fields with the Mexican Government in regards to the implementation of the new criminal justice system, as important for successfully completing the work.
- e) Past Performance References – Provide at least three (3) professional references for successful prior awards/contracts where similar services or supplies have been provided and permission for MSI to contact clients for whom performance references are provided. Please include:
 1. Number and name of the contract (if any) and a brief description of the services/supplies provided
 2. Clients' name, address and Website address (if available)
 3. Current contact information (name, telephone number and email address) of a responsible client technical representative, who can comment on the Offeror's services.

The Past Performance References can be included as an Addendum to the Technical Proposal.

PRICE PROPOSAL

Please provide a detailed price itemization or a commercial price proposal in US Dollar (USD), using as an example the Illustrative Budget Sample in SECTION F, including any additional cost items that the Offeror wishes to propose. Prices must be valid for at least ninety (90) calendar days. Pricing must state whether any applicable taxes, such as the value-added tax, and fees, are included.

Offeror should separately mark any recommended options not specifically addressed or required in Section C or elsewhere in the RFP. Offerors shall note any exceptions to the specifications listed in Section C and provide alternate quotations.

The Price Proposal must be submitted separately (in a separate file) from the Technical Proposal.

All Offerors must also include as part of their price proposal sufficient evidence of responsibility for MSI to make an affirmative determination of responsibility, in accordance with FAR Part 9.104-1. Therefore, the Offeror must submit evidence to demonstrate that it:

- I. Has an adequate financial resource or the ability to obtain such resources as required during the performance of the award. Has well established relationships with accredited banking institutions, access to accounting services as well as legal services.

2. Has the ability to comply with the award conditions, including the proposed delivery or performance schedule, taking into account all existing and currently prospective commitments of the applicant.
3. Has a satisfactory record of performance on the management and implementation of projects/activities similar to the proposed project/activities.
4. Has a history of excellent client relationships and has performed its work with the highest degree of integrity and business ethics.
5. Is otherwise qualified and eligible to receive a subcontract/service agreement under applicable laws and regulations.

Offerors will not be reimbursed for any costs incurred in connection with the preparation and submission of a Proposal.

6. GUIDELINES & NOTICES FOR PROPOSALS

The following conditions, guidelines and notices are included to assist each Offeror in preparing a competent proposal and should be reflected in each proposal submission.

Technical Compliance

Offerors are required to review and confirm to the requirements as presented in Section C, "Statement of Work". In their proposal, Offerors shall ensure that responses use plain language, are concise and unambiguous, are quantitative, and deliver full information. Offerors should not hesitate to volunteer additional information if it is useful to this process.

Language

Offerors shall provide technical (English/Spanish) and price proposals (English) and deliverables (Spanish).

Format and Size

The Technical Proposal must be submitted as a MS Word document. The maximum Technical Proposal length should not exceed 15 pages, including title page; cover letter, narrative proposal, and qualifications. The Price Proposal must be submitted in MS Word/Excel. The length limitation does not include any addendums for requested resumes and performance references. Please do not use fonts smaller than 11 point.

Source/Nationality

The USAID authorized geographic code for the procurement of goods and services under PROJUST is Code 937 (United States of America, Mexico and select low and middle income developing countries). All procurements of commodities must comply with this geographic code. All interested Offerors meeting these source/nationality requirements are invited to submit Proposals under this RFP, provided that they have the capability to provide the services/supplies as detailed in Section C.

Offerors shall complete and sign Responsibility Questionnaire and Nationality Certification provided in Section G. Proposals that do not include the completed and signed Representations and Certifications may not be considered.

Offerors agree that no services will be rendered through a service provider in any foreign policy restricted country.

Current information describing Source & Nationality may be found at <http://www.usaid.gov/policy/ads/300/310.pdf>.

No Obligation to Award

MSI may reject any or all offers or not award a contract under this RFP if such action is in the best interests of MSI, its Client, or the Host Country. MSI may also waive informalities and minor irregularities in offers received, should such actions be in the best interest of MSI, its Client, or the Host Country. The issuance of any contract resulting from this solicitation can be subject to the prior approval from MSI's client.

Multiple Awards

MSI may accept any item or group of items of a proposal, unless the Offeror qualifies the proposal by specific limitations such as "all or none". MSI reserves the right to make an award on any item for a quantity less than the quantity proposed (if applicable), while retaining the unit prices proposed, unless the Offeror specifies otherwise in the proposal. Proposals will be evaluated on the basis of advantages and disadvantages to MSI and its Client in making multiple awards or awarding for less than full quantity. **MSI reserves the right to issue more than one award.**

Fixed Unit Pricing

MSI intends to issue a Firm Fixed Price subcontract for this solicitation. The only circumstance under which MSI will accept any price changes from what is included in the Offeror's proposal, or will accept additional charges beyond what is included in the proposal, is if MSI modifies the requirements in writing to all prospective offerors. Offerors should include all components necessary to address the requirements in the RFP in their pricing. Otherwise, MSI understands that there are no additional costs associated with those services. Please provide explanations/assumptions where necessary to help us develop a better understanding of pricing.

Terms of Payment

Unless otherwise specified, payment terms for the resulting award shall be based on a payment schedule based on the work plan developed at the time of issuing the award. Payments for each phase of satisfactorily delivered and accepted deliverables and services will be made in accordance with the terms of Section D, Provision #7.

7. EVALUATION CRITERIA FOR AWARD

Proposals received in a timely fashion from responsible sources will be evaluated for award on the basis of their best overall value (technical merit, completion time, price and other factors considered) to MSI's Client, USAID and the designated Host Country Counterpart Organization/Recipient. Best Overall Value will be determined by an MSI Selection Board on the basis of the criteria set forth below as demonstrated in the Offeror's proposal. Only Proposals conforming to the Solicitation requirements listed below may be considered.

Non-responsive proposals that fail to conform to the Solicitation requirements (including required technical specifications) may be rejected and not be considered for evaluation. Elements of non-responsiveness include failure to comply with the required proposal format, failure to meet the proposal due date, and failure to meet the required delivery, responsibility, and certification requirements.

A. EFFECTIVENESS OF TECHNICAL APPROACH

The proposed **Technical Approach** should convincingly demonstrate that the Offeror understands the context, goals, objectives and the requirements of the Statement of Work in Section C, the local conditions and how the Offeror intends to achieve the objectives in a timely fashion.

The **Work Plan** should contain a detailed explanation of how the Offeror will implement the project, including a calendar, (see Section C.5) to implement each deliverable by the required delivery/performance dates. Completion time is very important. Evaluation will be based on how well the Offeror demonstrates this understanding and its availability to perform accordingly. The selected vendor will need to start work as soon as the award is issued. The proposal must represent the availability of the Offeror and how soon can they start work. The evaluation of the Work Plan's feasibility and projected effectiveness includes the following main points:

- Immediate availability
- Ability to mobilize required staff and freelance consultants
- Availability of required equipment

B. SPECIFIC TECHNICAL EXPERIENCE AND DEMONSTRATED COMPETENCY

MSI considers that Technical Experience and Competency will significantly influence success meeting the requirements provided in Section C. Offerors should demonstrate their prior accomplishments in developing, designing and implementing products similar to those set forth in the Statement of Work (Section C).

Offerors should demonstrate their prior accomplishments in providing technical assistance similar to that set forth in the Statement of Work (Section C) as well as their methodology to assess feedback during implementation of the project. The specific technical experience and demonstrated competency includes the following main points: a)Broad knowledge on the new criminal justice system in Mexico, b)Technical knowledge on monitoring and evaluation procedures in criminal justice, c)Experience in evaluation and monitoring systems and methodology, d)Experience in technical assistance for development of tools and general understanding of quality systems.

C. PAST PERFORMANCE AND DEMONSTRATED INTEGRITY OF THE ORGANIZATION

The Offerors shall provide a list of current and recent clients able to provide references or indicators of the Offerors' ability to successfully complete the required Statement of Work (Section C) and its past performance on implementing similar projects. Supporting documentation, (not to exceed 3 of each) such as copies of client recommendation letters, certifications, and prizes awarded to their productions.

MSI considers good business practices and financial stability to be essential factors in project performance. Offerors shall provide the history of their organization, a listing of current financial accounts and banking/business references able to attest to their business integrity.

D. PROPOSAL EVALUATION SCORING

Criteria	Parameter	Points
1. Effectiveness of Technical Approach. (See details in section B.7.A)	Offeror understands the context, goals, objectives and the requirements of the Statement of Work in Section C, the local conditions and how the Offeror intends to achieve the objectives in a timely fashion.	20
2. Specific Technical Experience and Demonstrated Competency (See details in section B.7.B)	Offerors should demonstrate their prior accomplishments in providing technical assistance similar to that set forth in the Statement of Work (Section C) as well as their methodology to assess feedback during implementation of the project. The specific technical experience and demonstrated competency includes the following main points: <ul style="list-style-type: none"> • Broad knowledge on the new criminal justice system in Mexico. • Technical knowledge on monitoring and evaluation procedures in criminal justice • Experience in evaluation and monitoring systems and methodology. • Experience in technical assistance for development of tools and general understanding of quality systems. 	50
3. Past Performance and Demonstrated Integrity of the Organization (See details on section B.7.C)	The Offerors shall: <ul style="list-style-type: none"> • Provide a list of current and recent clients able to provide references or indicators of the Offerors' ability to successfully complete the required Statement of Work (Section C) and its past performance on implementing similar projects. Supporting documentation, (not to exceed 3 of each) such as copies of client recommendation letters, certifications, and public recognitions. It should be carefully analyzed if the company has had previous projects with the Program, and If	30

	so, evaluate the quality of the delivered products on impact and technical development.	
Total		100

Note: Although **Price** is not a factor for technical consideration, it is an important element in the evaluation for award. Price must demonstrate "reasonableness" and be "balanced" among the respective components of performance. The significance of Price will increase the closer technical (including completion times) rankings become. Offerors are strongly encouraged to provide their best price proposal with submission of their offer. MSI recognizes that price is often the single most significant factor in a determination of best value.

8. SUBMISSION OF PROPOSALS

Proposals are to be submitted to the person of contact mentioned in Box 8A of the Solicitation cover page by the date and time mentioned in Box 4A. All proposals submitted via e-mail must state in the subject line “**RFP No. 6089-T4-VAR-08-2017, “Creacion y Fortalecimiento de Unidades Analisis, Monitoreo y Evaluacion, Proposal Documents.”**” Proposals received after the due date may not be considered.

Submissions by Facsimile will not be accepted. Offeror’s proposals should not contain any unnecessary promotional material or elaborate presentation formats (black and white is preferred). Offeror’s standard technical specifications are preferred.

Recipients of this Solicitation that elect not to respond with a proposal should not return this Solicitation. Instead they should advise MSI by email whether they want to receive future solicitations for similar requirements. If a recipient does not submit a quotation and does not notify MSI that future solicitations are desired, the recipient’s name may be removed from the applicable mailing list.

9. QUESTIONS

Requests for clarification and questions regarding this Solicitation must be addressed in writing (via e-mail) to the person of contact mentioned in Box 8A of the Solicitation cover page no later than the date specified in Box 4B. Requests for clarifications and questions received by MSI along with MSI answers may be forwarded to all participating Offerors.

10. CONFIDENTIALITY OF INFORMATION

Information pertaining to MSI, USAID and USAID’s partners obtained by the Offeror as a result of participation in this RFP is confidential and shall not be disclosed at any time without prior written authorization from MSI’s authorized representative.

11. OWNERSHIP OF PROPOSALS

All Proposal documents submitted to MSI become property of MSI and its client USAID.

12. MODIFICATION AND WITHDRAWAL OF RFP

MSI reserves the right to modify by written notice the terms of this RFP at any time in its sole discretion. MSI also reserves the right to withdraw this RFP at any time—with or without statement of cause—prior to actual award.

13. CONTROLLING LANGUAGE

This document is provided in the English language.

ALCANCE DEL TRABAJO

Diagnóstico y fortalecimiento (para unidades existentes) y creación de nuevas Unidades de Análisis, Monitoreo y Evaluación para las instituciones del Sistema de Justicia Penal Mexicano

I. INTRODUCCIÓN Y ANTECEDENTES GENERALES

En el marco de colaboración de la Iniciativa Mérida, establecido por el Gobierno de México y el Gobierno de Estados Unidos, La Agencia para el Desarrollo Internacional de los Estados Unidos, (USAID) a través de su contratista Management Systems International, Inc. (MSI) se ha dado a la tarea de realizar varias actividades en el área de seguridad y justicia en apoyo a la implementación y consolidación de la reforma Judicial dispuesta mediante el Decreto de Reforma Constitucional en Materia de Justicia Penal y Seguridad Pública publicado en el Diario Oficial de la Federación el día 18 de Junio del 2008.

El Proyecto de Promoción de la Justicia (PROJUST) de USAID implementado en México a través de MSI, tiene como objetivo, entre otros, apoyar iniciativas mexicanas de Reforma al Sistema de Justicia Penal, profesionalizar a servidores públicos, promover la participación ciudadana, la transparencia, el respeto a los derechos humanos, apoyo a las víctimas y el fortalecimiento de las organizaciones de la sociedad civil.

Para obtener los mejores resultados es necesario que los esfuerzos de PROJUST se concentren en el desarrollo de la sostenibilidad institucional, brindando herramientas, metodologías y acciones normativas que permitan la mejora continua dentro de las instituciones. Por ello, desde 2016 se han realizado actividades para la creación y desarrollo de Unidades cuya principal función sea la medición periódica del desarrollo y evolución de actividades que permitan la mejora del desempeño de las instituciones, llamadas Unidades de Análisis, Monitoreo y Evaluación (UAME).

II. OBJETIVO

Objetivo I

Se busca obtener un análisis detallado, con base en la metodología del HICD¹, del funcionamiento actual de las UAME's en operación², los productos, acciones y resultados que ha generado cada una de las Unidades implementadas dentro de los estados objetivo, y con base en los resultados, realizar una estrategia a 2 años para el fortalecimiento de las mismas.

Resultados

- I) Un plan de trabajo
- II) Análisis general de la institución con base en la metodología del HICD
- III) Planeación de intervención
- IV) Ejecución de la intervención
- V) Determinación de acciones para solución de problemas y/o mejora continua
- VI) Entregables por etapa.
- VII) Minutas semanales.

¹ http://pdf.usaid.gov/pdf_docs/Pnadt442.pdf

² Las UAMES existentes se encuentran en las siguientes instituciones: Fiscalías Generales de los Estados de Tabasco, Jalisco y Coahuila; Tribunales de Justicia de Coahuila y Nayarit, Defensorías Públicas de Baja California, Coahuila y Nuevo León.

Objetivo II

Crear al menos II UAMES³ en las instituciones de justicia objetivo bajo la metodología del Banco Mundial⁴, Ver anexo I. Adicionalmente, contemplar una segunda etapa para el fortalecimiento y la mejora continua de las mismas. Lo anterior se realizará a través de un proveedor cuya experiencia comprobable, conocimiento en el Sistema de Justicia Penal, e historial de proyectos, le permita dar los siguientes resultados:

Resultados

- I) Un plan de trabajo general
- II) Definición de instituciones objetivo
- III) Metodología propia de cada institución para la implementación de una UAME.
- IV) Evaluación de preparación
- V) Determinación de objetivos de Monitoreo y Evaluación
- VI) Selección de indicadores
- VII) Definición de procesos según Result Based Management
- VIII) Configuración de líneas base y recolección de datos.
- IX) Planificación de trabajo de la UAME.
- X) Monitoreo de resultados
- XI) Determinación de metodología propia de cada UAME para el uso de la información para el apoyo de un sistema de gestión basado en resultados.
- XII) Informe de resultados
- XIII) Utilización de resultados
- XIV) Determinar metodología para el monitoreo y la evaluación del desempeño.
- XV) Entregables por etapa.
- XVI) Minutas semanales.

³ La creación de UAMES se distribuirá de la siguiente manera: 3 a septiembre 2017, 4 a septiembre 2018 y 4 a septiembre 2019.

⁴ http://www-wds.worldbank.org/external/default/WDSContentServer/WDSP/IB/2004/08/27/000160016_20040827154900/Rendered/PDF/296720PAPER0100steps.pdf

III. ENTREGABLES

Entregables 2017

Todos los pagos se realizarán hasta 5 días hábiles después de la entrega.

No.	Objetivo I	Objetivo II	Fecha de Entrega	Porcentaje de Pago
I.	Entregable I: Plan de trabajo julio-diciembre.	Entregable I: Plan de trabajo julio-diciembre.	30 de Junio de 2017	5%
II.	Entregable II: Definición de estándares de rendimiento.	Entregable II: Presentación de análisis de instituciones viables y definición de instituciones objetivo.	15 de julio de 2017	5%
III.	Entregable III: Estudio general de estructura de la institución y análisis de indicadores.	Entregable III: Metodología ajustada para la implementación de la UAME.	31 de julio de 2017	15%
IV.	Entregable IV: Plan de intervención	Entregable IV: Instalación de la UAME ⁵ .	04 de agosto de 2017	5%
V.	Entregable V: Determinación de soluciones a implementar.	Entregable V: Manual de medición de procesos para Unidades de M&E.	11 de agosto de 2017	10%
VI.	Entregable VI: Metodología para el monitoreo y la evaluación del desempeño.	Entregable VI: Plan de trabajo de la UAME, que incluya la planificación de recolección de datos.	18 de agosto de 2017	5%
VII.	Entregable VII: Plan integral de capacitación para el personal de la UAME en evaluación y mejora continua.	Entregable VII: Plan integral de capacitación para el personal de la UAME en recolección de datos y uso de herramientas.	30 de agosto de 2017	10%
VIII.	Entregable VIII: Evidencia de capacitación para Unidades de M&E (Exámenes Pre, Post, fotos, Listas, presentaciones y evaluación del ponente).	Entregable VIII: Evidencia de capacitación para Unidades de M&E (Exámenes Pre, Post, fotos, Listas, presentaciones y evaluación del ponente).	1 de septiembre de 2017	5%
IX.	Entregable IX: Evidencia de acompañamiento para la primer etapa de evaluación y monitoreo. La evidencia debe incluir fotos, y encuestas con el personal involucrado.	Entregable IX: Evidencia de acompañamiento para la primera recolección de datos. La evidencia debe incluir fotos, y encuestas con el personal involucrado.	20 de septiembre 2017	5%
X.	Entregable X: Primer reporte de evaluación del desempeño.	Entregable X: Primer reporte de datos. Variables e indicadores.	27 de septiembre de 2017	5%
XI.	Entregable XI: Primer reporte acciones para soluciones y mejora continua.	Entregable XI: Primer reporte de herramienta de utilización de resultados.	27 de septiembre de 2017	5%
XII.	Entregable XII: Minuta de cierre de evaluación.	Entregable XII: Metodología para el Monitoreo y	30 de octubre de 2017	5%

⁵ Este entregable debe incluir los incisos V)-X) de los productos definidos para el Objetivo 2.

		Evaluación del desempeño		
XIII.	Entregable XIII: Minutas de seguimiento a acciones definidas.	Entregable XIII: Plan integral de capacitación para el personal de la UAME en evaluación y mejora continua.	15 de noviembre de 2017	10%
XIV.	Entregable XIV: Minutas de seguimiento a acciones definidas.	Entregable XIV: Evidencia de capacitación para Unidades de M&E (Exámenes Pre, Post, fotos, Listas, presentaciones y evaluación del ponente).	30 de noviembre de 2017	5%
XV.	Entregable XIV: Minutas de seguimiento a acciones definidas.	Entregable XV: Evidencia de acompañamiento para la primer etapa de evaluación y monitoreo. La evidencia debe incluir fotos, y encuestas con el personal involucrado.	15 de diciembre de 2017	5%

Entregables: 2018

No.	Objetivo I	Objetivo II	Fecha de entrega	Porcentaje de Pago
I.	Entregable I: Plan de trabajo julio-diciembre.	Entregable I: Plan de trabajo julio-diciembre.	15 de enero de 2018	5%
II.	Entregable II: Periodo de evaluación y monitoreo.	Entregable II: Presentación de análisis de instituciones viables y definición de instituciones objetivo.	30 de enero de 2018	5%
III.	Entregable III: Reporte de evaluación del desempeño, reporte de acciones para soluciones y mejora continua, y Minuta de cierre de evaluación.	Entregable III: Metodología ajustada para la implementación de la UAME.	30 de febrero de 2018	10%
IV.	Entregable IV: Minutas de seguimiento a acciones definidas.	Entregable IV: Instalación de la UAME ⁶ .	30 de marzo de 2018	5%
V.	Entregable V: Minutas de seguimiento a acciones definidas.	Entregable V: Manual de medición de procesos para Unidades de M&E.	30 de abril de 2018	15%
VI.	Entregable VI: Periodo de evaluación y monitoreo.	Entregable VI: Plan de trabajo de la UAME, que incluya la planificación de recolección de datos.	30 de mayo de 2018	5%
VII.	Entregable VII: Reporte de evaluación del desempeño, reporte de acciones para soluciones y mejora continua y	Entregable VII: Plan integral de capacitación para el personal de la UAME en recolección de datos y uso de herramientas.	30 de junio de 2018	10%

⁶ Este entregable debe incluir los incisos V)-X) de los productos definidos para el Objetivo 2.

VIII.	Entregable XIV: Minuta de cierre de evaluación.	Entregable VIII: Evidencia de capacitación para Unidades de M&E (Exámenes Pre, Post, fotos, Listas, presentaciones y evaluación del ponente).	30 de julio de 2018	5%
IX.	Entregable Minutas de seguimiento a acciones definidas.	Entregable IX: Evidencia de acompañamiento para la primera recolección de datos. La evidencia debe incluir fotos, y encuestas con el personal involucrado.	30 de agosto de 2018	5%
X.	Entregable X: Minutas de seguimiento a acciones definidas.	Entregable X: Primer reporte de datos. Variables e indicadores.	15 de septiembre de 2018	5%
XI.	Entregable XI: Minutas de seguimiento a acciones definidas.	Entregable XI: Primer reporte de herramienta de utilización de resultados.	30 de septiembre de 2018	5%
XII.	Entregable XII: Minutas de seguimiento a acciones definidas.	Entregable XII: Metodología para el Monitoreo y Evaluación del desempeño	30 de octubre de 2018	5%
XIII.	Entregable XIII: Minutas de seguimiento a acciones definidas.	Entregable XIII: Plan integral de capacitación para el personal de la UAME en evaluación y mejora continua.	15 de noviembre de 2018	10%
XIV.	Entregable XIV: Periodo de evaluación y monitoreo.	Entregable XIV: Evidencia de capacitación para Unidades de M&E (Exámenes Pre, Post, fotos, Listas, presentaciones y evaluación del ponente).	30 de noviembre de 2018	5%
XV.	Entregable XIV: Reporte de evaluación del desempeño, reporte de acciones para soluciones y mejora continua y Minuta de cierre de evaluación.	Entregable XV: Evidencia de acompañamiento para la primer etapa de evaluación y monitoreo. La evidencia debe incluir fotos, y encuestas con el personal involucrado.	15 de diciembre de 2018	5%

Entregables: 2019

No.	Objetivo I	Objetivo II	Fecha de entrega	Porcentaje de Pago
I.	Entregable I: Plan de trabajo enero-agosto.	Entregable I: Plan de trabajo enero -agosto.	5 de enero de 2019	5%
II.	Entregable II: Periodo de evaluación y monitoreo.	Entregable II: Presentación de análisis de instituciones viables y definición de instituciones objetivo.	30 de enero de 2019	5%
III.	Entregable III: Reporte de evaluación del desempeño, reporte de acciones para soluciones y mejora continua, y Minuta de	Entregable III: Metodología ajustada para la implementación de la UAME.	15 de febrero de 2019	10%

	cierre de evaluación.			
IV.	Entregable IV: Minutas de seguimiento a acciones definidas.	Entregable IV: Instalación de la UAME ⁷ .	28 de febrero de 2019	5%
V.	Entregable V: Minutas de seguimiento a acciones definidas.	Entregable V: Manual de medición de procesos para Unidades de M&E.	15 de marzo de 2019	15%
VI.	Entregable VI: Periodo de evaluación y monitoreo.	Entregable VI: Plan de trabajo de la UAME, que incluya la planificación de recolección de datos.	30 de marzo de 2019	5%
VII.	Entregable VII: Reporte de evaluación del desempeño, reporte de acciones para soluciones y mejora continua y	Entregable VII: Plan integral de capacitación para el personal de la UAME en recolección de datos y uso de herramientas.	15 de abril de 2019	10%
VIII.	Entregable XIV: Minuta de cierre de evaluación.	Entregable VIII: Evidencia de capacitación para Unidades de M&E (Exámenes Pre, Post, fotos, Listas, presentaciones y evaluación del ponente).	30 de abril de 2019	5%
IX.	Entregable Minutas de seguimiento a acciones definidas.	Entregable IX: Evidencia de acompañamiento para la primera recolección de datos. La evidencia debe incluir fotos, y encuestas con el personal involucrado.	15 de mayo de 2019	5%
X.	Entregable X: Minutas de seguimiento a acciones definidas.	Entregable X: Primer reporte de datos. Variables e indicadores.	30 de mayo de 2019	5%
XI.	Entregable XI: Minutas de seguimiento a acciones definidas.	Entregable XI: Primer reporte de herramienta de utilización de resultados.	15 de junio de 2019	5%
XII.	Entregable XII: Minutas de seguimiento a acciones definidas.	Entregable XII: Metodología para el Monitoreo y Evaluación del desempeño	30 de junio de 2019	5%
XIII.	Entregable XIII: Minutas de seguimiento a acciones definidas.	Entregable XIII: Plan integral de capacitación para el personal de la UAME en evaluación y mejora continua.	15 de julio de 2019	10%
XIV.	Entregable XIV: Periodo de evaluación y monitoreo.	Entregable XIV: Evidencia de capacitación para Unidades de M&E (Exámenes Pre, Post, fotos, Listas, presentaciones y evaluación del ponente).	30 de julio de 2019	5%
XV.	Entregable XIV: Reporte de evaluación del desempeño, reporte de acciones para soluciones y mejora continua y Minuta de cierre de evaluación.	Entregable XV: Evidencia de acompañamiento para la primer etapa de evaluación y monitoreo. La evidencia debe incluir fotos, y encuestas con el personal involucrado.	15 de agosto de 2019	5%

⁷ Este entregable debe incluir los incisos V)-X) de los productos definidos para el Objetivo 2.

IV. PRODUCTOS

I. OBJETIVO I. FORTALECIMIENTO DE UAMES EN OPERACIÓN.

- I) Un plan de trabajo general que incluya:
 - a. Contexto
 - b. Métodos y estrategias
 - c. Análisis general de aspectos culturales, políticos y socioeconómicos que puedan incidir en el fortalecimiento de las UAMES (identificar por estado e institución).
 - d. Objetivos a alcanzar
 - e. Cronogramas y calendarios semestrales y a 2019.
 - f. Incluir anexos con plantillas y formatos de entregables, minutas, cronogramas, y otros documentos, con el fin de mantener identificable y entendible de manera general, toda la documentación. Incluir fichas técnicas y otros documentos de identificación.
- II) Definición de estándares de rendimiento. Incluir amplia presentación de la metodología, y los datos necesarios para la definición de éste estándar.
- III) Estudio general de la estructura de la institución (estructura orgánica, interna y externa. Presentar cambios con respecto al inicio de operación de las Unidades.
- IV) Análisis de indicadores
 - a. Estudio de indicadores de desempeño. Incluir bases de datos y/o herramientas que hayan apoyado en el cálculo. Variación de indicadores según primera medición presentada.
 - b. Estudio de herramientas utilizadas para recopilación, medición y reporte de indicadores. Presentar recomendaciones generales.
 - c. Presentar catálogos y manuales para cada herramienta.
- V) Planear cada intervención según la metodología del HICD, con lo siguientes productos:
 - a. Descripción de objetivos
 - b. Descripción de servicios y productos proveídos por la institución.
 - c. Descripción de todos los productos requeridos para obtener los objetivos definidos.
 - d. Análisis de los procesos en operación
 - e. Análisis de las descripciones de funciones y de puestos en operación
 - f. Análisis de las descripciones de programas de incentivos en operación.
 - g. Presentar recomendaciones generales.
 - h. Instalación formal de la UAME. Presentar minuta.
- VI) Determinar soluciones a implementar para la disminución o desaparición de las brechas identificadas en el funcionamiento de la UAME.
 - a. Determinación de brechas.
 - b. Determinación de causas raíz. Incluir herramientas de control y monitoreo de causas.
 - c. Determinación de acciones para la solución de problemas identificados.
 - d. Metodología de trabajo para la implementación de soluciones
- VII) Determinar metodología para el monitoreo y la evaluación del desempeño de las UAMES. Incluir herramientas, calendarios y otros documentos que apoyen a esta fase. La metodología debe basarse en la metodología HICD, con todas sus etapas. La metodología debe probar ser **sostenible**. Ésta etapa debe incluir un periodo de capacitación de 40 a 60 horas (con guía de instructor y plan de trabajo) para la comprensión y entendimiento del proceso de evaluación y mejora continua.
- VIII) Resultados de evaluaciones periódicas del desempeño.
- IX) Reportes periódicos de acciones para la mejora continua. Incluir formatos definidos, con sus respectivos glosarios, y planes de trabajo.
- X) Entregables por etapa, no repetitivos y con base en el diagrama de gant de la propuesta final.
- XI) Minutas semanales con avances sobre el fortalecimiento, con base en el diagrama de Gant de la propuesta final

2. CREACIÓN DE NUEVAS UAMES

- I) Un plan de trabajo general que incluya:
 - a. Contexto
 - b. Misión
 - c. Objetivos
 - d. Métodos y estrategias
 - e. Análisis general de aspectos culturales, políticos y socioeconómicos que puedan incidir en la creación de las UAMES (identificar por estado e institución).
 - f. Cronogramas y diagramas de gant. Incluir descripción general de las etapas de análisis según la metodología del Banco Mundial. Cada calendario y planeación debe presentarse de manera semestral y a 2019.
 - g. Incluir anexos con plantillas y formatos de entregables, minutas, cronogramas, y otros documentos, con el fin de mantener identificable y entendible de manera general, toda la documentación. Incluir fichas técnicas y otros documentos de identificación.
- II) Presentación de análisis de instituciones viables (al menos 12 instituciones).
 - a. Definición de pros y contras.
 - b. Proyección de tiempo requerido para el correcto funcionamiento de cada unidad.
 - c. Recomendaciones.
- III) Definición de instituciones por PROJUSTICIA. Presentar formato general de selección.
- IV) Presentar metodología completa, adaptada por institución, para la implementación de una UAME, según los 10 pasos definidos por el Banco Mundial.
- V) Evaluación de preparación (Paso I). Complementar con un análisis PEA (Political Economical Analysis, FODA y de stakeholders).
- VI) Minuta de acuerdo para determinación de objetivos de Monitoreo y Evaluación (Paso II).
- VII) Selección de indicadores de desempeño.
- VIII) Definición de procesos según Result Based Management
- IX) Configuración de líneas base y recolección de datos. Esta etapa debe incluir una capacitación de 40 a 60 horas, la cual debe comprender una guía del instructor, y un plan de trabajo. Además de incluir una semana de acompañamiento para la primera recolecta de datos.
- X) Planificación de trabajo de la UAME.
- XI) Monitoreo de resultados
- XII) Determinación de metodología propia de cada UAME para el uso de la información para el apoyo de un sistema de gestión basado en resultados.
- XIII) Informe de resultados, la herramienta utilizada de este punto dependerá de cada Unidad y debe ser reportada en el entregable del punto IV.
- XIV) Utilización de resultados, la herramienta utilizada de este punto dependerá de cada Unidad y debe ser reportada en el entregable del punto IV, y planes de trabajo.
- XV) Determinar metodología para el monitoreo y la evaluación del desempeño. La metodología debe probar ser **sostenible**. Ésta etapa debe incluir una periodo de capacitación de 40 a 60 horas (con guía de instructor y plan de trabajo) para la comprensión y entendimiento.
- XVI) Comenzar con fortalecimiento según actividades de **Objetivo 1**.
- XVII) Entregables por etapa, no repetitivos y con base en el diagrama de gant de la propuesta final.
- XVIII) Minutas semanales con avances sobre el fortalecimiento, con base en el diagrama de gant de la propuesta final

ANEXO 1 (Para Objetivo II)

- Paso 1: Llevar a cabo una evaluación de preparación – Identificar incentivos y necesidades para construir un sistema de monitoreo acorde. En ese sentido es necesario complementar la evaluación con el Political Economical Analysis (PEA), el análisis FODA y el análisis de stakeholders. En esta parte también es necesario determinar quién se encargará de trabajar y responder por el sistema de calidad, qué información es la que necesita la institución y cómo la pueden generar y cuál será el impacto de dicha información.
- Paso 2: Acordar Resultados para Monitorear y Evaluar – Los acuerdos deben realizarse en conjunto con los stakeholders identificados para asegurarse que son de utilidad para todos, en este sentido, se deben desagregar sus intereses para asegurarse que el sistema de calidad responderá a su necesidades, se deberá generar un plan de recolección de información y monitoreo de indicadores y se deberá presentar la visión del proyecto.
- Paso 3: Selección de indicadores clave de rendimiento para supervisar resultados – Todos los niveles del proyecto (fin, resultados, propósitos y actividades) deben tener indicadores que midan la efectividad de los procesos. De deberá entregar una tabla basada en el Result Based Management especificando dichos procesos.
- Paso 4: Configuración de líneas de base y recolección de datos sobre indicadores – Generación de líneas bases de acuerdo a los indicadores identificados.
- Paso 5: La planificación de mejora-Selección de Resultados Objetivos – Establecimiento de metas de corto, mediano y largo plazo e implementación de soluciones identificadas para el mejoramiento del desempeño.
- Paso 6: Monitoreo de Resultados .
- Paso 7: El "E" en M & E- Uso de la Información de Evaluación para Apoyar un sistema de gestión basada en los resultados.
- Paso 8: Informe de los resultados.
- Paso 9: Utilización de los resultados.
- Paso 10: Mantener el sistema de seguimiento y evaluación dentro de la Organización.

De acuerdo a la metodología del Banco Mundial que se puede consultar en:

<http://documents.worldbank.org/curated/en/2004/01/5068054/handbook-development-practitioners-ten-steps-results-based-monitoring-evaluation-system-ten-steps-results-based-monitoring-evaluation-system-handbook-development-practitioners>
http://www-wds.worldbank.org/external/default/WDSContentServer/WDSP/IB/2004/08/27/000160016_20040827154900/Rendered/PDF/296720PAPER0100steps.pdf

General Provisions

In accepting/performing this Agreement, Subcontractor certifies they: (i) will pass on all commercial warranties included with this product/service to MSI, with right of reassignment; (ii) will comply with all applicable Client guidelines and exercising fiscal responsibility in the best interests of MSI and MSI's Client ("the Client"); (iii) will pass on any retail discounts to MSI obtained in the performance of this work; (iv) have provided only cost/pricing data incident to the determination of this price which is current, complete and accurate; (v) will comply with all applicable national, state regional and local laws and regulations; (vi) are not affiliated with any Government office or agency; and, (vii) have not offered, provided or promised any gift, payment or anything of value to any official, employee or representative of MSI or Government entity (U.S. or foreign).

I. PURPOSE, TYPE AND TERM

The payment type of this Agreement⁸ is designated in Block 6A the Solicitation Cover Page and is defined as one of the following: (i) Firm Fixed Price (FFP) is inclusive of all costs; (ii) Fixed Price Plus Expenses (FPPE) permits payment of properly documented and authorized travel and per diem; (iii) Fixed Price Level of Effort (FPLOE) designates a required minimum, documented work effort; (iv) Time & Material (T&M) establishes a cost ceiling of required "materials" and fixed daily labor rates; and (v) Cost Plus Fixed Fee (CPFF) specifies a ceiling on estimated cost with a fixed profit fee, (vi) Cost Plus No Fee (CPNF) specifies a ceiling on estimated cost without a fixed fee or profit.

The purpose of the required Supplies and Services provided to Management Systems International, Inc. (MSI) is to comply with a prime award from and for benefit of the Client. Delivery and Performance shall commence on or about the start date of the Term specified in Block 5 of the Solicitation Cover Page and shall continue until satisfactorily completed, but not later than the date of Delivery or the end date of the Term specified. For purposes of this Agreement, the terms "Subcontractor", "Supplier", "Vendor", "Provider" and "Seller", as they may appear in reference to the signatory, shall be synonymous. The term "MSI Director of Contracts" includes authorized designees.

2. ACCEPTANCE, EFFECTIVE DATE AND CANCELLATION

- a. Subcontractor acceptance is strictly limited to the terms and conditions stated herein. Any changes, additions, deletions or differences in the terms and conditions proposed by either Party must be agreed to in writing. Any of the following acts by Subcontractor shall constitute acceptance of a signed Agreement: signing and returning a copy of the Agreement, in hard copy or electronically; commencement of performance or notice thereof; or receipt of an advance or other payment.
- b. Unless otherwise stated herein, the effective date of this Agreement is the date listed as such in Block 5 on the Solicitation Cover Page or in its absence, the date of MSI signature. Completion shall be as specified unless otherwise extended or terminated in writing. Any revisions (including, changes, additions, deletions and other modifications) to this Agreement shall be by written modification only. Warranty and service provisions shall survive the completion date until warranty support expires.
- c. Notwithstanding any other provision in this Agreement, MSI may, by provision of written notice to Subcontractor, cancel without charge either (a) the Agreement in its entirety or (b) an individual item or quantity of supplies or incidental services, prior to delivery.

3. THE SUPPLIES AND SERVICES

- a. Subcontractor shall deliver the Supplies and Services described in Section C of the RFP type and in the quantity (except as provided for under #4 below) indicated. The quality of all Supplies and Services shall conform to general standards of merchantability in the United States, shall conform to professional and industry standards, shall be compliant with all applicable law and regulation, and shall include all commercial warranties, without limitation.
- b. All Service Providers, Suppliers and Subcontractors performing under this Agreement, as well as their owners and directors, shall be from the United States or countries in the Geographic Code set forth on the Award Cover Page. In no event will procurement from lower-tier Subcontractors involve a prohibited source country.

⁸ The terms Subcontract, Purchase Order, Blanket Ordering Agreement, and Blanket Purchasing Agreement are synonymous and refer to the Agreement governed by these General Provisions.

4. DELIVERY AND VARIATION IN QUANTITY

- a. Subcontractor shall be responsible for performance of the services and delivery of the supplies at the place(s) specified in Section C of the RFP. All risk and cost incurred prior to delivery and MSI final acceptance shall be for Subcontractor's sole account. If under this Agreement translation services, printing, or other high volume quantity services or supplies, are required, a variation of +/- 10% of the cited quantities may be authorized by MSI at the same unit rate by written agreement.
- b. If the services are not performed and supplies are not delivered in a timely manner, and in all respects, in accordance with the Agreement, Subcontractor may be required to reimburse MSI for any loss or expense incurred by MSI that may result. Subcontractor shall be deemed conclusively to have authorized MSI to deduct any such amount(s) from payment(s) otherwise due.

5. BEST PRICE, NON-COLLUSION AND CERTIFICATION OF COST OR PRICING DATA

Subcontractor certifies they have provided their Best Price to MSI and that no other Contractor/Buyer has received a lower price for comparable services or volume of similar supplies. Subcontractor also certifies that the charging of any higher prices to MSI has not been discussed or agreed with any other party, and that all cost and pricing information provided for in this Agreement is current, accurate and complete.

6. PRICE AND COST

- a. Unit Prices and extended prices under fixed-price agreements are firm, fixed, all-inclusive total prices covering performance of all of Subcontractor's obligations pursuant to this Agreement.
- b. All costs shall be allocable, allowable, fair and reasonable, as defined when the U.S. Government is the client in the Federal Acquisition Regulation (FAR) Part 31.

7. INVOICING & PAYMENT

- a. Invoices and payments shall be in the currency specified on the Award Cover Page in Block 3. Subcontractor shall submit proper invoices - for services performed and/or supplies that have been successfully delivered and accepted in accordance with any directions stipulated in the Statement of Work, or Payment Schedule, and, to the extent not specified therein, with the provisions of this Article - to the address listed on the Award Cover Page in Block 8B.
- b. Invoice Requirements. Subcontractor shall submit an invoice in duplicate for the previous month's labor and other expenditures to the Person listed in Block 8B of the Award Cover Page. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information:
 - i. Subcontractor name, invoice date, and delivery date for services;
 - ii. Complete account and bank SWIFT number, if payment by means of electronic funds transfer is authorized.
 - iii. MSI's Agreement number and Client Prime Contract Number listed on the Cover Page
 - iv. Description of each type of Delivered Supplies and Services included in the invoice, together with the applicable Unit Price and extended line item price;
 - v. The following certification, signed by an authorized official of Subcontractor:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that (i) the invoice has been prepared from Subcontractor's books and records and in accordance with the terms of the cited Agreement, is correct, the sum claimed is proper and due and has not been claimed or paid before, the services have been performed and supplies delivered, the quantities and prices specified are consistent with the Agreement, and all necessary MSI approvals have been obtained, and (ii) appropriate refund to MSI will be made promptly upon request in the event of disallowance of any portion of the invoice, pursuant to the terms of the Agreement.

By: _____ Title: _____ Date: _____

- c. The certified invoice shall be accompanied by such other documentation as may be requested by MSI. Subcontractor shall identify each invoice by sequential numbers, and the final invoice shall be marked "Final Invoice". Advance payments are not authorized without the express written permission of the MSI Director of Contracts. Subcontractor shall keep records sufficient to substantiate all labor, payroll and lodging costs and expenses claimed. All work performed under this Agreement shall be supported by time records, which shall be maintained by Subcontractor and subject to review by MSI and Client.
- d. MSI will promptly review invoices submitted to determine whether they are properly formatted. Invoices determined to be proper will be paid by MSI upon final acceptance of the Supplies and Services supplied. Invoices determined not

to be proper due to the existence of deficiencies will be returned to Subcontractor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, MSI may, in its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.

- e. In the event that the Client or any other cognizant agency (i) disallows any cost for which MSI has reimbursed Subcontractor hereunder or (ii) reduces the cost or fee payable to MSI under its Prime Contract as a result of (a) any defective cost or pricing data submitted by Subcontractor or (b) any adjustment disclosure requirement applicable to Subcontractor, Subcontractor shall promptly pay MSI the amount of such disallowances or reductions. MSI maintains the option to withhold such amounts from other sums due and payable to Subcontractor.
- f. Unless otherwise provided for in Block 5 of the Award Cover Page, invoices submitted by the 5th of the month that are properly supported and represent the satisfactory completion of the required Supplies and Services will be paid within 5 business days of MSI receipt of payment from its Client. All properly supported and satisfactory invoices submitted after the 5th of the month will be included in MSI's subsequent billing cycle and will be paid within 5 business days of receipt of payment from its Client in the following month.

8. QUALITY ASSURANCE (INSPECTION AND ACCEPTANCE)

- a. Subcontractor shall only tender for acceptance those Supplies and Services that conform to the requirements of this Agreement. MSI reserves the right to test and/or inspect any Supplies and Services delivered or tendered for acceptance. Testing, and/or inspection will be performed within a reasonable time after delivery. MSI may require repair or re-performance of nonconforming services and may require repair or replacement of nonconforming supplies at no increase in the Price. MSI will 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 supplies, unless the change is due to the defect in supplies.
- b. MSI will exert good faith efforts to decide upon acceptance of Supplies and Services (and, as applicable, to complete inspection and testing) as promptly as possible upon delivery/performance. Notwithstanding the foregoing, payment will only be made for accepted Supplies and Services.
- c. All equipment, materials, supplies, software, and services provided hereunder shall be subject to final acceptance by the MSI Project Manager/Representative. Equipment, materials, and supplies that are not found reasonably satisfactory to MSI or fail to meet normal professional standards will be terminated by MSI or promptly corrected by the Subcontractor (at the sole discretion of MSI) and an equitable adjustment made by the MSI Director of Contracts. All equipment under warranty and shipped items must be accompanied by documentation of ownership and, where necessary and applicable, registration and title.

9. SUBCONTRACTOR WARRANTIES

All services performed and supplies delivered hereunder shall be covered by the manufacturer's standard international warranty in favor of the Client or MSI, with right of assignment, in addition to the Subcontractor's warranties set forth in their proposal, or elsewhere in this Agreement. In addition, Subcontractor warrants that the services performed and supplies delivered hereunder are merchantable and fit for use for the particular purpose described in this Agreement (or, if no such purpose is specifically described, for the purposes for which the Supplies and Services are ordinarily used).

Subcontractor hereby expressly warrants that all services performed and supplies delivered:

- (1) conform to the Agreement's requirements (including, without limitation, the description on the Statement of Work, if any), as well as regulatory agencies' requirements, and are free of defects in design;
- (2) are free of latent defects (as used herein, defects that meet the following criteria: (a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection; and (b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the services);
- (3) will, to the extent found to be in breach of any warranty specified in this Agreement, be re-performed or if supplies, removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Supplies and Services, extending for the longer of (a) the remainder of the original warranty period, or (b) a new warranty period;
- (4) ensure that all spares and replacement parts are the same as the original spares and parts, unless formally replaced by an improved and MSI -approved technical equivalent; and
- (5) are covered by intellectual property licenses, permissions, or rights which will not infringe upon the intellectual property rights of any third person, and which, being granted to MSI and the Client pursuant to this Agreement, will be adequate to ensure that both MSI and the Client may freely utilize the licenses, permissions and rights free and clear of

any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment.

Each and every warranty in favor of MSI required by this Agreement shall be assignable, by written notice from MSI to Subcontractor, to the Client or to any other person/entity designated by MSI or the Client. Subcontractor shall accept such assignments, and the assignee(s) shall have the same rights originally held by MSI.

10. COMPLETION OF DELIVERY/PERFORMANCE

When a specific period of time is stated for performance on the Solicitation Cover Page (Block 5), time is of the essence, and all services shall be performed and supplies delivered within the time specified. Unless expressly stated otherwise, Modification to the Agreement will not affect such time periods.

11. TERMINATION AND REMEDIES

MSI may terminate this Agreement immediately for default. When the U.S. Government is MSI's Client, subsequent claims shall be settled in accordance with the rules of the Federal Acquisition Regulation pertaining to default terminations, under the direction of the MSI Director of Contracts. MSI reserves the right to terminate this Agreement in whole at any time, or in part from time to time, for its sole convenience. In the event of such termination, Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its lower-tier subcontractors to cease work. Subject to the terms of this Agreement and to reimbursement of MSI by its Client, Subcontractor shall be paid a percentage of the price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Subcontractor can demonstrate to MSI's satisfaction, using its standard record keeping system, have resulted from the termination. Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Notwithstanding termination as above, Subcontractor shall, unless otherwise specifically instructed in writing by MSI, continue performance of any un-terminated portion of the Agreement remaining unperformed. In the event that the Subcontractor fails or refuses to pay or reimburse MSI for any expense, cost, claim, or damage which the Subcontractor is obligated to make payment for under this Agreement; MSI shall have the right to set-off such expense, cost, claim, or damage against any sums otherwise payable to the Subcontractor under this Agreement or other agreements/orders.

12. NOTICES

- a. Notices shall be in writing, signed by the MSI Director of Contract, and sent by electronic mail with return receipt or by recognized, prepaid express courier (with confirmation receipt) In all cases Notices shall be addressed to the MSI individuals mentioned on the Solicitation Cover Page in Block 8A, and must clearly list the Agreement Number and the MSI Project Number, as specified on the Award Cover Page in Block 6.
- b. Notices transmitted orally may be provided in advance provided that a written notice is promptly transmitted in accordance with Paragraph A above. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.
- c. For the purposes of Article 13 below, Notices may also be sent to MSI at the following address:
Kenneth Kinzer, Director of Contracts
Management Systems International, Inc.
200 12th Street South, Suite 1200
Arlington, VA 22202 USA
Tel: +1 (703) 979-7100 / Fax: +1 (703) 979-7101
E-mail: contracts@msi-inc.com

13. DISPUTES RESOLUTION

The parties shall use their best efforts to settle amicably all differences and disputes arising out of or in connection with the Agreement or the interpretation thereof. In the event the parties are unable to settle their differences in a prompt and amicable manner, then the matter shall be referred to the MSI Director of Contracts for investigation and discussions between the parties to result in written findings and stipulations by the parties. Should both parties decide to enter into arbitration proceedings, then the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this contract shall apply.

14. CHANGES

The Subcontractor agrees to promptly comply with any changes to the Agreement Statement of Work and/or deliverables that may reasonably be directed, in writing, by the Director of Contracts. Any such changes must be within the general scope of the Agreement. Such changes may include:

- I. Description of services to be performed

2. Time of performance
3. Place of performance or delivery
4. Drawings, designs, or specifications of supplies

Equitable adjustments to the Agreement price shall be mutually agreed upon by MSI and the Subcontractor within 30 days following Subcontractor receipt of the change notice. Both parties agree to enter into good faith negotiations for agreement on the cost/price of the direction during which time the Subcontractor shall perform as directed, subject to any existing funding & cost limitations.

15. COMMUNICATIONS WITH GOVERNMENT

All communications with the Client concerning this Agreement shall be made through MSI, unless otherwise expressly authorized by MSI. If Subcontractor is requested by the Client to communicate regarding the Agreement, Subcontractor shall notify and consult with MSI before responding.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties acknowledge that the relationship between them pursuant to this Agreement is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for, or in the name of, the other Party.

17. PRIVACY

This Agreement is funded in whole or in part with funds from MSI's Client listed in Block 9 of the Award Cover Page. Neither MSI's Client nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontracts. No privity between MSI's Client and Subcontractor is established by this Agreement.

18. COOPERATION WITH MSI SUBCONTRACTORS

Subcontractor is expected to provide appropriate cooperation with other MSI subcontractors on this project in the spirit of collaboration to achieve programmatic goals.

19. ASSIGNMENT/NOVATION

Subcontractor will not transfer or assign this Agreement, its right to monies due or to become due, or any rights or obligations hereunder, to any entity without prior written consent of the MSI Contracts Director, which shall not be unreasonably withheld. No assignment, delegation or subcontracting by Subcontractor, with or without MSI's consent, shall relieve Subcontractor of any of its obligations under this Agreement or prejudice any of MSI's rights against Subcontractor whether arising before or after the date of any assignment.

20. SUBCONTRACTING/CONSULTANTS

- a. Prior written consent of the MSI Director of Contracts is required to obtain the services of consultants and lower-tier subcontractors. All costs for consultants and lower-tier subcontracts who have not received prior written approval in accordance with this clause will not be allowable. Inclusion in the Subcontractor's budget or proposal does not constitute request or approval of lower-tier Subcontractors.
- b. If the U.S. Government is MSI's client, when requesting the use of lower-tier subcontracts the Subcontractor shall follow the requirements set forth in FAR 52.244-2 (Subcontracts). Subcontracts or purchase orders structured as 'Cost-plus-a-percentage-of-cost' are prohibited.
- c. Consent to a subcontract does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of costs. If requested by MSI, a copy of the proposed subcontract shall be provided to make a determination of acceptability.

21. INDEMNITIES

- a. Subcontractor shall indemnify and hold harmless MSI and its officers, directors, employees and agents (as well as the Government) from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including, without limitation, any loss of use, and any product liability or similar claim, in or under the laws of the Cooperating Country or other applicable law {provided that any supplies are used and stored in a manner consistent with any manufacturer's recommendations specifically noted by Subcontractor in its offer and expressly incorporated by MSI into this Agreement}) arising out of, resulting from or connected in any way with the performance of this Agreement by Subcontractor or Subcontractor's employees, subcontractors, or their officers, directors, agents and employees.

- b. Subcontractor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive after the expiration or termination of this Agreement.
- c. Subcontractor shall indemnify MSI and its officers, employees agents, and Client(s) against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any U.S. or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided that Subcontractor is reasonably notified of such claims and proceedings.

22. GOVERNING LAW AND LANGUAGE

- a. Subcontractor shall, in performing its obligations pursuant to this Agreement, comply with all applicable statutes, rules, regulations, and executive orders, and all applicable laws and regulations.
- b. This Agreement shall be interpreted in accordance with the laws in effect in the Commonwealth of Virginia in the United States without regard to its conflicts of law principles.
- c. The language governing this Agreement, its interpretation, notices, disputes, and any other communications shall be English.

23. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

Subcontractor shall ensure that its officers, directors, employees, agents, consultants, subcontractors and representatives avoid (1) any action in violation of (or that might reasonably be considered to be in violation of) U.S. Government or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (2) any corrupt practice (including, without limitation, the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of MSI or any of its subcontractors) or fraudulent practice (including, without limitation, misrepresentation of facts to influence a procurement action or Agreement execution or administration), to the actual or potential detriment of MSI, its Client, or the Cooperating Country. If an issue should arise concerning compliance with this Article, Subcontractor shall immediately provide MSI with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Subcontractor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by MSI as a material Contract breach. Subcontractor shall indemnify and hold MSI harmless for any costs, delays, losses, damages or other liabilities (including, without limitation, reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with Client investigations) incurred by MSI as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

24. EXCUSABLE DELAYS & NOTICE OF DELAY OR IMPEDIMENT

Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Subcontractor shall notify MSI in writing as soon as it is reasonably possible after the commencement of an 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 MSI. Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Subcontractor's timely and successful performance under this Agreement, Subcontractor shall promptly give notice thereof, including all relevant information thereto, to MSI.

25. ANTI-TERRORISM (EXECUTIVE ORDER 13224)

Subcontractor is reminded that U.S. Executive Order 13224 and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is Subcontractor's legal responsibility to ensure compliance with these Executive Orders and laws. This provision shall be included in all lower-tier subcontracts under this Agreement.

26. SEVERABILITY AND SURVIVAL OF PROVISIONS

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed with the affected provision eliminated. In addition to the rights and obligations which survive as expressly provided for elsewhere in this Agreement, the other provisions which, by their nature should survive, shall survive and continue after any termination or cancellation of this Agreement.

27. LIMITATION OF DAMAGES

If a claim for damages or a right to any other form of relief, based on mutual agreement, indemnity, negligence or otherwise should arise in connection with this Agreement, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

28. BRANDING AND MARKING

Subcontractor shall comply with the requirements of PROJUST branding and marking. For this purpose Subcontractor shall obtain from MSI PROJUST Technical Responsible such requirements. An Client-mandated Branding and Marking policy, such as the USAID “Graphic Standards Manual” (available at www.usaid.gov/branding) or any branding implementation plan or marking plan for USAID-funded Contracts or Assistance Awards. Subcontractor shall confirm any Branding and Marking requirements with MSI. The Subcontractor must include this requirement in all lower-tier subcontracts and sub-awards.

29. RIGHTS IN DATA – GENERAL

- a. For all data first produced or specifically used by the Subcontractor in the performance of this Agreement in the United States, its territories, or Puerto Rico, MSI shall have the irrevocable, fully paid-up right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this Agreement.
- b. The Subcontractor agrees that to the extent it receives or is given access to data necessary for the performance of this Agreement which contain restrictive markings or can reasonably be construed as business sensitive, the Subcontractor shall treat the data in accordance with such markings and with the same care it treats its own confidential material.
- c. For all data first produced or specifically used by the Subcontractor in the overseas performance of this Agreement, the Subcontractor shall not release, reproduce, distribute, or publish such data without the written permission of MSI. MSI may require the Subcontractor to assign a copyright to the United States or Host Country government or another party as circumstances warrant or as specifically stated elsewhere in the Agreement.

30. INTERNATIONAL TRAVEL

Subcontractor shall receive prior written approval of the MSI Director of Contracts prior to planning or purchase of any international travel under this Agreement. Specifically, MSI is required to obtain prior written consent from the Client for any and all international travel.

31. SPECIAL CLAUSES

This Agreement may contain special provisions applicable to Subcontractor under this Agreement. Subcontractor expressly agrees to comply with the Special Provisions set forth in SECTION E (if any).

32. USAID SPECIAL DISABILITY POLICY

In accordance with USAID's policy on disability (copy here: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf), MSI requires that the Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Initiative in performance of this contract.

33. VETERAN AFFIRMATIVE ACTION AND NONDISCRIMINATION

MSI is committed to engaging in affirmative action to increase employment opportunities for protected veterans. For additional information, please contact the MSI Office of Personnel Management at opm@msi-inc.com.

34. USAID VOLUNTARY POPULATION PLANNING ACTIVITIES

- a. *Requirements for Voluntary Sterilization Program:* None of the funds made available under this Agreement shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- b. *Prohibition on Abortion-Related Activities:* (1) No funds made available under this Agreement will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options. (2) No funds made available under this Agreement will be used to pay for any

biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

- c. Subcontractor shall insert this provision in all lower-tier subcontracts.

35. USAID REPORTING OF FOREIGN TAXES

- a. The Subcontractor must annually submit a report by March 16 of the following year.
- b. Contents of Report. The report must contain:
 - (1) Subcontractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) 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 that are financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) 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 a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the Subcontractor during the period in (4), regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the Subcontractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the Subcontractor is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
 - (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "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: estone@msi-inc.com.
- e. Subagreements. The Subcontractor must include this reporting requirement in all applicable subcontracts and other subagreements.

36. USAID COMBATTING TRAFFICKING IN PERSONS

The Subcontractor shall comply with the clause of the Federal Acquisition Regulation 52.222-50, entitled, "Combating Trafficking in Persons" (February 2009) is incorporated herein by reference and available online at: https://acquisition.gov/far/current/html/52_222.html#wp1151848.

37. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

Under Executive Order #13513, the Subcontractor is encouraged to adopt and enforce policies that ban text messaging while driving. Further information can be found in the Federal Acquisition Regulations, Clause 52.223-18, available online at: https://acquisition.gov/far/current/html/52_223_226.html#wp1188603.

38. USAID MANDATORY GOVERNMENT CLAUSES

This Agreement was issued pursuant to a Client-issued Prime Contract. Accordingly, it is subject to certain U.S. Government requirements (when the Client is an U.S. Government Agency) set forth in the Federal Acquisitions Regulation (FAR) and (when the Client is USAID) the Agency for International Development Acquisition Regulation (AIDAR). The FAR and AIDAR clauses cited herein are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text. MSI will make the complete text of these clauses available to Subcontractor upon request. Except where a different meaning is obviously intended, all reference to the "Contractor" in such clauses shall be deemed to mean Subcontractor, while "USAID", "the Government," and "the Contracting Officer" shall be deemed to mean MSI. All documentation required from Subcontractor by these clauses shall be submitted to MSI, and all approvals shall be obtained from MSI.

FAR: The following mandatory clause is incorporated, to the extent applicable: 52.225-13 “Restrictions on Certain Foreign Purchases” (JUN 2008). In addition, Subcontractor is required to ensure that it, as well as its lower-tier subcontractors, are not included on the SAM Active Exclusions list and OFAC SDN list or any other list of suspended, debarred or ineligible bidders used by the Client. [Note: See FAR 12.504 for a list of laws that are expressly not applicable to subcontracts at any tier for commercial items.]

39. D&B UNIVERSAL NUMBERING SYSTEM REGISTRATION (Awards of USD 30,000 & above)

The Vendor is required to obtain a Dun & Bradstreet (D&B) “Data Universal Numbering System” number (DUNS#) within 30 days of award issuance if they do not already have one. Payments may be withheld for goods delivered or services performed until the vendor can provide their assigned DUNS# to MSI.

40. “TRANSPARENCY ACT” REPORTING REQUIREMENTS

The following information will be made public through the U.S. Government if their revenue exceeded USD 300,000 in the previous fiscal year:

- a. Subcontractor’s name and address (including congressional district when applicable);
- b. Amount of award;
- c. Funding agency;
- d. NAICS product code of deliverable supply or service/CFDA program number for grants;
- e. Program source;
- f. Award title and purpose of the funding action;
- g. Place of performance (including congressional district if applicable);
- h. Vendor’s DUNS number and that of any parent company; and
- i. Total compensation and names of top five executives if annual U.S. Federal Government revenues exceed \$25M and represent 80% of total revenue.

41. INTERNATIONAL AIR TRAVEL REQUIREMENTS

Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. International air travel on a foreign-flag air carrier that provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits (commonly known as “Open Skies Agreements”) is allowable.

If available, the Subcontractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Subcontractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Subcontractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]”

The Subcontractor shall include the substance of this clause in each subcontract or purchase under this contract that may involve international air transportation.

42. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (FAR 52.203-17)

- a. This subcontract and employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections as described in FAR 3.908.
- b. The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712 (see: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section4712&num=0&edition=prelim>), as described in FAR 3.908.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over USD 150,000.

SPECIAL PROVISIONS INTELLECTUAL PROPERTY

SUBCONTRACTOR shall provide the required data, information, software, supplies and services in a professional, competent and qualified manner so as to ensure the fulfillment of MSI and MSI Client requirements. The Subcontractor expressly understands and agrees that the intent of MSI's Client is to permit public use and access to the information and data gathered and developed under this Agreement/Order, including software, radio scripts, posters, brochures, and publications. Accordingly, the Subcontractor shall provide, for the consideration set forth herein, all data, information, software, and intellectual property of any kind that is a required deliverable under this Agreement/Order and/or is developed for the first time in whole or in part under this Agreement/Order to MSI and its Client and any designee, with an irrevocable, fully paid-up, non-exclusive, royalty free, unlimited, unrestricted (except for sale) license to use and distribute free of charge.

SUBCONTRACTOR expressly understands and agrees to provide supplies and services as well as personnel and equipment that comply in all respects with the following special conditions of performance:

- A. The SUBCONTRACTOR represents and warrants that all software models, instructions, applications, licenses, radio scripts, posters, brochures, and publications that become a part of any deliverable hereunder are properly authorized for unlimited, unrestricted use (as described above) by MSI and MSI's Client;
- B. All Subcontractor personnel with access to MSI data, information and intellectual property shall have received proper and adequate background & security investigations (when required) and shall be fluent in languages necessary to properly communicate with MSI staff, each other, and participants;
- C. Subcontractor shall immediately, and in advance when possible, notify MSI of any form of actual or potential misconduct, improper behavior, abuse, unlawful behavior and/or negligence that could reasonably be construed as potentially or actually dangerous, illegal or improper and shall take all reasonable steps to assist in avoiding injury, harm or misconduct, without recourse for MSI approval, if such advance approval is impractical. MSI hereby authorizes this prompt action and rapid response.
- D. All intellectual property, in written, graphic and electronic formats, shall be properly proofed by at least two qualified individuals prior to submission in final form. All software shall include source code. All written material shall be properly copyrighted in order for its proper use by MSI and MSI's Client, as required above;
- E. All software, radio scripts, posters, brochures, and publications shall be adequately safeguarded by the Subcontractor to prevent unauthorized disclosure to any third party or organization other than MSI. Subcontractor understands that improper, premature disclosure of translated materials may result in serious harm. As a result, any such improper or unauthorized disclosure may result in MSI assessing liquidated damages in an amount equal to the approximate cost of correcting any damage to public, governmental, Client or international sentiment and goodwill. This amount shall not exceed USD 25,000;
- F. Subcontractor shall return all MSI information, data, and intellectual property materials utilized and created under this Agreement/Order to MSI at the completion of each assignment;
- G. Subcontractor shall save and defend MSI against any third party claims resulting from Subcontractor's copyright infringement(s);
- H. All published and recorded material must be proofed, reviewed and approved by MSI before release of any kind. All published material shall include a text legend provided by MSI that is to be included in the publication. The legend will be similar to the following:

"The contents of this publication may be reproduced in whole or in part without permission provided: (a) the material is distributed free of charge; (b) credit is given to MSI and MSIs funding source (where mentioned), and; (c) this restrictive legend is included in full. The findings, opinions and views expressed in this publication do not necessarily represent those of Management Systems International (MSI) or any MSI Client."

This Agreement is issued under the Prime Contract specified in Block 9A of the Award Cover page. To the extent applicable, all of the provisions set forth in full and by reference in the prime contract are hereby incorporated by reference into this Agreement. A copy of these provisions is available upon request from MSI.

ILLUSTRATIVE BUDGET TEMPLATE

A. Salaries and Wages	Units	Qty	Unit (Days/LOE)	Unit Daily Rate (USD)	Total Cost (USD)
	Days				
	Days				
	Days				
	Days				
	Days				
	Days				
	Days				
	Days				
	Days				
	Days				
	Days				
	Days				
Subtotal					USD 0
B. Other Direct Costs (ODCs)	Units	Qty		Unit Rate (USD)	Total Cost
a. Local Airfares	Airfaire				
b. International Airfare	Airfaire				
c. Consultants Lodging	Nights				
d. Consultants Meals and Incidentals	Days				
e. Supervisor lodging and meals and incidentals	Nights				
f. Surveyor Lodging and meals and incidentals	Nights				
g. Telephone Cost	Nights				
h. International Transportation	calls				
i. Local Transportation	calls				
j. Transcriptions	Trips				
k. Administrative Cost (Printing, Photocopying, Scanning, etc.)	Units				
TOTAL SALARIES AND WAGES					
TOTAL ODCs					
TOTAL A & B					
TAX					
GRAND TOTAL including TAX					

RESPONSIBILITY QUESTIONNAIRE AND SOURCE & NATIONALITY CERTIFICATION

I. Responsibility Questionnaire

Offerors are required to demonstrate that they are responsible. Responsibility is determined in a number of ways. Please complete the following sections as they apply to your firm and the subject procurement.

- Providers of Commercial Off-The-Shelf commodities available for immediate purchase, with a value of not-to-exceed USD 25,000, please skip to **Source, Nationality, and Availability for Purchase** certification.

SECTION A: SAM REGISTERED OFFERORS

Is your company registered with the U.S. Government System for Award Management at www.sam.gov?

- YES NO

If YES, please complete number 1 and 2 below. **If NO**, please continue on to Section B.

1. DUNS #: _____
2. Is the information listed for your firm on the SAM website including the Representations and Certifications **current, accurate, and complete**?
 YES NO

SECTION B: OFFERORS NOT REGISTERED IN SAM

1. Legal Name & Legal address of firm: _____
2. Tax ID: _____ (for applicable countries)
3. List the following for each owner of the firm:
 - a. Name of Owner(s): _____
 - b. Percentage of ownership: _____
 - c. Nationality of Owner(s): _____
4. List the firm's principal areas of business: _____
5. Indicate the percentage of Government Ownership (enter 0 if none): _____
6. Indicate the number of years the firm has been in business: _____
7. List principal clients in last 18 months: _____
8. Demonstration Of Financial Responsibility:
 - a. Demonstrate to the satisfaction of MSI that the firm has adequate financial resources for the activity.

 OR
 - b. Provide the following information:
 - i. Average quarterly revenue: _____
 - ii. List the firms bank name and the number of business account the firm holds:

 - iii. Indicate the firm's approximate cash assets: _____

Source Nationality and Availability for Purchase

Offerors are required to submit information regarding the nationality of the firm for both commodities and services (Section A). In addition, for commodity solicitations, the Offeror is required to also provide Source information regarding the commodities required in the solicitation and confirm that they have the commodities available for sale at the time of purchase (Section B).

SECTION A: NATIONALITY OF OFFEROR

This is to certify that the Offeror of the services and/or commodities required in the solicitation is (check applicable box and enter name country which applies):

- A corporation or partnership organized under the laws of the country of _____
- A controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or
- A joint venture or unincorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the % voting power of the corporations: _____

SECTION B

1. SOURCE⁹ (FOR COMMODITIES AND SHIPPING SERVICES ONLY)

By signing this form, the Offeror certifies that the SOURCE of the commodities or the shipping services to be provided under this solicitation is _____ (country name).

Note: If the commodities are available for immediate purchase, their source is the country in which the commodities are to be purchased. For example, if computers are available in a store in Indonesia for immediate purchase, the source of the commodities is Indonesian.

2. AVAILABILITY FOR PURCHASE OF COMMODITY

Are the commodities currently available in your store in the requested quantities for **immediate** purchase?

- YES NO

AUTHORIZED COMPANY SIGNATORY

COMPANY	NAME	TITLE
SIGNATURE		DATE

⁹ Source means the country from which a commodity is shipped to the Offeror or the cooperating country if the commodity is located in that country at the time of the purchase.