

Solicitation Cover Page
Request for Proposals (RFP)



1. RFP NUMBER 6089-T4-1151-1200--07-2017 RFP	2. TITLE OF SOLICITATION Evaluation on the Criminal Justice for the State of Vera Cruz	3. DATE SOLICITATION ISSUED Abril 11, 2017
4A. PROPOSAL SUBMISSION DATE/TIME Abril 25, 2017, 5:00 PM CST	4B. QUESTIONS/CLARIFICATIONS DUE BY Abril 18, 2017, 5:00 PM CST	5. DELIVERY/PERFORMANCE DATES May 15, 2017- June 21, 2017
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 <i>(TO BE COMPLETED BY THE OFFEROR)</i>		
NAME		
ADDRESS		
POINT OF CONTACT		E-MAIL
TELEPHONE / FAX		WEBSITE
8A. MSI ISSUING OFFICE Management Systems International, Inc. 200 12th Street Suite 1200, Arlington, VA 22202 Contracts POC: Victoria Baltazar E-mail : vbaltazar@msi-inc.com		8B. ADDRESS FOR SUBMISSION OF PROPOSALS Management Systems International, Inc. Hamburgo 206-303; Col. Juarez, Del. Cuauhtémoc 06600 (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 Mexico Promoting Justice Project	9C. PLACE OF PERFORMANCE / DELIVERY MEXICO
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 <i>(TO BE COMPLETED BY THE OFFEROR)</i>		
DUNS# _____	TAX ID _____	NATIONALITY OF OWNERSHIP _____
OFFEROR CERTIFIES THAT THEY ARE:		
<input type="checkbox"/> GOVERNMENT OWNED OR AFFILIATED	<input type="checkbox"/> U.S. LARGE BUSINESS	<input type="checkbox"/> U.S. NON-PROFIT ORGANIZATION
<input type="checkbox"/> OTHER (SPECIFY) _____	<input type="checkbox"/> NON-U.S. BUSINESS	<input type="checkbox"/> REGISTERED IN THE SAM (www.sam.gov)
IF U.S. SMALL BUSINESS, INDICATE TYPE (CHECK ALL THAT APPLY):		
<input type="checkbox"/> SMALL	<input type="checkbox"/> WOSB	<input type="checkbox"/> SDB
<input type="checkbox"/> HUB ZONE	<input type="checkbox"/> VOSB	<input type="checkbox"/> SDVOSB
<input type="checkbox"/> HBCU	<input type="checkbox"/> 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 an 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 direct or indirect support at the state and federal level for the final push towards the 2016 Constitutional reform deadlines, assisting selected Mexican states to pass the "point of no return" on their justice system reforms, and therefore contribute to broader U.S. Government and Government of Mexico efforts to mitigate conflict, reduce impunity, and promote a more transparent and efficient justice system. MSI is assisting Mexican authorities at the state and federal levels, concordant with their phase of implementation of justice reform and their particular needs, to advance each targeted state to effectively complete the constitutionally-mandated reform.

2. SPECIFIC REQUIREMENT & RFP SECTIONS

This Request for Proposals (RFP) solicits applications from Mexican or American companies to provide the services 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 & H.

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*)

SECTION H – Sub-Awardee "Transparency Act" Reporting & 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 and H.
- 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 Mexican Pesos, 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:

1. 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 PROJUS T is Code 937 (United States of America, Mexico and select low and middle income developing countries, as defined by the World Bank). 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.**

Offerors may form a consortium with other public opinion research firms to complete the work, with one member of the consortium acting as awardee and with ultimate responsibility for organization, implementation, and quality of the work as well as for submitting all deliverables.

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 the project 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. Evaluation will be based on how well the Offeror demonstrates this understanding. 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 must specifically provide details on i) broad knowledge on the new criminal justice system, especially in the operation of units in the Attorney General's Office; (ii) Technical knowledge on case management for Attorney General's Office; (iii) Technical knowledge on institutional reorganization projects for attorney generals offices.

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 • Political and Economic Analysis on the criminal justice sector 	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. 	30
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-T4-1151-1200-07-2017, 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

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 entidades que cuenten con condiciones favorables a la coordinación y a generar cambios de alto impacto. Es por esto que PROJUST realiza un análisis sobre el sector justicia de las entidades federativas a fin de identificar las áreas de oportunidad y brechas de desempeño en las que las actividades tendrían el mayor impacto posible a favor del sistema de justicia penal.

II. OBJETIVO

Se busca obtener un análisis a nivel macro de la situación política, social y económica del estado de Veracruz, con base en observación, investigación, y reuniones con actores clave que permitan la identificación de instituciones, gubernamentales, de la sociedad civil, privadas, y otras que tengan incentivos a apoyar el impulso del Sistema de Justicia Penal en el estado.

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:

- I) Un plan de trabajo que incluya contexto, métodos, objetivos a alcanzar, cronogramas y directorios de personas clave involucradas en el estudio.
- II) Un Análisis Político Económico (PEA), que incluya un estudio general del estado a nivel estadístico, institucional, y político, y que permita la identificación de áreas de oportunidad, con el fin de emitir recomendaciones específicas.
- III) Un Mapa de actores con base en la metodología de *Local Systems*, que permita el estudio de las relaciones interinstitucionales e inter-organizacionales que pueden incidir de forma negativa o positiva, al correcto desarrollo del Sistema de Justicia Penal en el estado.

III. ENTREGABLES

Entregable	Fecha de entrega
Plan de trabajo	15 de Mayo de 2017
Análisis Político Económico del Estado de Veracruz	15 de Junio de 2017
Mapa de actores e incidencia del Estado de Veracruz	31 de Junio de 2017

IV. PRODUCTOS

A. Plan de Trabajo

Este entregable deberá incluir:

- 1) Una introducción al proyecto dónde se explique el contexto en que se realiza la evaluación, la importancia de la evaluación, la metodología seleccionada y cualquier adición y los objetivos que se esperan alcanzar.
- 2) Un cronograma detallando los días en los que se viajará a la entidad y el objetivo de las reuniones. Se recomienda utilizar un Diagrama de Gant como el del Anexo I.
- 3) El directorio del personal objetivo a entrevistar como parte del PEA (aunque dicho personal quede sujeto a cambios imprevistos).

B. Análisis Político Económico

Este entregable deberá incluir:

- 1) Contexto estadístico general de la entidad (datos de INEGI, SESNSP, otras fuentes)
 - a. Año de inicio del nuevo sistema de justicia penal
 - b. Gradualidad de implementación
 - c. Avances o condiciones de implementación al 18 de Junio de 2016
 - d. Reformas legales pendientes
- 2) Análisis FODA a nivel de sector justicia y detallando las áreas de oportunidad.
- 3) Diagnóstico Político (cuestionario básico de PROJUST) y evaluación de riesgos.
- 4) Áreas de oportunidad identificadas.
- 5) Recomendaciones y conclusiones.

C. Mapa de actores e incidencia

- 1) Análisis de actores gubernamentales y no gubernamentales involucrados o posiblemente interesados en el sector justicia.
- 2) Análisis de redes organizacionales
- 3) Mapa de incidencia política de cada actor y directorio de contactos.
- 4) Recomendaciones y conclusiones.

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 Agreement¹ 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.

¹ 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 listed in Box I of the Cover Page and Task Order number, if applicable
 - iv. The Client Prime Contract Number
 - v. Description of each type of Delivered Supplies and Services included in the invoice, together with the applicable Unit Price and extended line item price;
 - vi. 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:

1. 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 privacy 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 PROJUS branding and marking. For this purpose Subcontractor shall obtain from MSI PROJUS 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).

CLAUSES APPLICABLE WHEN THE U.S. GOVERNMENT IS MSI'S CLIENT

32. USAID SPECIAL DISABILITY POLICY

In accordance with USAID's policy on disability (copy here:

http://transition.usaid.gov/about_usaid/disability/), 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. 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.

34. 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.

35. 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.

36. 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.

37. 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.]

38. D&B UNIVERSAL NUMBERING SYSTEM REGISTRATION (Awards of USD 25,000 & 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.

39. "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.

40. 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.

41. 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 MSI's 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/Order 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/Order. A copy of these provisions is available upon request from MSI.

ILLUSTRATIVE BUDGET SAMPLE

The following is provided to facilitate Offerors’ responses. The proposed roles are illustrative, not exhaustive, and Offerors are invited to provide a greater level of detail to better permit MSI to evaluate whether proposed budgets are reasonable and realistic.

RFP XXX-XXX						
NAME OF OFFEROR						
DATE						
MEXICAN PESOS						
	Unit	Unit Price (Daily Rate)	# of Units (Days)	Subtotal	IVA	TOTAL
Labor						
<i>Position 1 - Name</i>	days					
<i>Position 2 - Name</i>	days					
<i>Position 3 - Name</i>	days					
Fringe Benefits (if applicable)						
Travel (if applicable)						
Airfare	round-trips					
Ground transportation	trips					
Lodging	nights					
Meals and Incidental Expenses	days					
Other Direct Costs (if applicable)						
Equipment						
Office Supplies						
Communications						
Software						
Project Office Costs						
Conference Services						
Other (provide detail)						
Fee						
Total						

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 US\$ 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. SOURCE² (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

² 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.

Section H

**Sub-Awardee “Transparency Act” Reporting & Certification –Subcontractors
(FAR 52.204-10)**

Offerors/Sub-Awardees are advised that Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Public Law 110-252), requires that the following information about any award at or above \$25,000 shall be made public.

PLEASE COMPLETE & CERTIFY TO THE FOLLOWING:

1. General Information

- A. Offeror’s/Sub-Awardee’s Legal (Company or Organization) Name: _____
- B. Offeror’s/Sub-Awardee’s physical address including stress address, city, state, and country with nine-digit zip code and congressional district if a U.S. Company: _____
- C. Offeror’s/Sub-Awardee’s contact person – Name, Title, Email and Telephone Number: _____
- D. Offeror’s/Sub-Awardee’s DUNS³ Number(s) (you must apply to Dun & Bradstreet for a free DUNS number): _____
- E. Parent Company’s DUNS Number (if applicable): _____
- F. Offeror/Sub-Awardee certifies that they are registered in the System for Award Management (SAM)⁴ at www.sam.gov and that their registration is currently active.
 Yes No (if “No”, please provide explanation about why your organization is not registered in SAM)

Explanation (if applicable): _____

2. Financial Information

A. Answer the following questions (FAR 52.204-10(d)(3)):

(1) In the previous tax year, did your company receive 80% of its gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(2) In the previous tax year, did your company receive US\$25,000,000 in gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance?	<input type="checkbox"/> Yes <input type="checkbox"/> No

³ The Data Universal Numbering System (DUNS) is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS Number is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) may be assigned a DUNS number. To obtain a DUNS number, please visit www.dnb.com/get-a-duns-number.html.

⁴ The U.S. Government’s System for Award Management (SAM) combines federal procurement systems and the Catalogue of Federal Domestic Assistance into one new system and offers streamlined and integrated processes and improved capability. The consolidation of the various systems is conducted in phases. Under the first phase SAM includes the functionality from the following systems:

- * Central Contractor Registry (CCR)
- * Federal Agency Registration (Fedreg)
- * Online Representations and Certifications Application
- * Excluded Parties List System (EPLS)

(3) Does the public have access to information about compensation of executives through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code 1986? Yes No
 (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

If items (1) and (2) above are answered “Yes”, and item (3) is answered “No”, then complete Sub-Section B below.

B. You are required to provide the names and total compensation of each of the five most highly compensated officers for the calendar year of this award

Name	Position	Total Yearly Compensation

Note: “Total yearly compensation” (as per FAR 52.204-10(a)) means the cash and non-cash value earned by the executive during the subcontractor’s past fiscal year. Total compensation includes the following:
 (1) Salary and bonus, (2) Awards of stock, stock options and stock appreciation rights. (3) Earnings for services under non-equity incentive plans, (4) Change in pension value, (5) Above-market earning on deferred compensation which is not tax-qualified, and (6) Other compensation (e.g., severance, termination payments, perquisites or property) if the aggregate exceeds \$10,000.

3. Authorized Company Signatory: Certify that the information above is complete and accurate

AUTHORIZED COMPANY SIGNATORY:

COMPANY	NAME	TITLE
SIGNATURE		DATE