

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 24
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2. CONTRACT (Proc. Inst. Ident.) NO AID-OAA-C-13-00085	3. EFFECTIVE DATE 06/01/2013	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-LAC-13-000021
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5. ISSUED BY Regional Sustainable Development	CODE LAC/RSD	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

LOS ANGELES, CITY OF
200 N SPRING ST STE 224
LOS ANGELES CA 90012-0000

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

ITEM

CODE	FACILITY CODE
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11. SHIP TO/MARK FOR
RRB
USAID
1300 Pennsylvania Ave, NW
Washington, DC 20523-7101

CODE
WASHINGTON RRB

12. PAYMENT WILL BE MADE BY
OFFICE OF FINANCIAL MANAGEMENT
M/CFO/CMP-SA-44 Room 485-C
1300 Pennsylvania Ave NW
Washington DC 20523-7101

CODE
M/CFO

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) ()

14. ACCOUNTING AND APPROPRIATION DATA

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT **\$123,073.89**

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

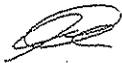
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print)

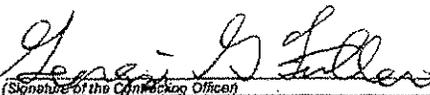
20A. NAME OF CONTRACTING OFFICER
Georgia Fuller

19B. NAME OF CONTRACTOR

BY 
(Signature of person authorized to sign)

19C. DATE SIGNED
6/12/13

20B. UNITED STATES OF AMERICA

BY 
(Signature of the Contracting Officer)

20C. DATE SIGNED
6/16/2013

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
AID-OAA-C-13-00085

PAGE OF
2 24

NAME OF OFFEROR OR CONTRACTOR
LOS ANGELES, CITY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Contract with City of Los Angeles Mayor's Office on Gang Reduction and Youth Development (GRYD) BBFY: 2012 EBFY: 2013 Fund: ES OP: LAC/RSD Prog Area: A27 Dist Code: 598-W Prog Elem: A141 BGA: 598 SOC: 4101000 Contract for City of Los Angeles Obligated Amount: \$123,073.89 See Page 4 B.5.1 CEILING PRICES. A&A Specialist - Sharon M. Baker				123,073.89

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

In moving one step closer towards building a hemispheric community of practice on crime and violence prevention, USAID Administrator Shah and Los Angeles Mayor Villaraigosa signed a three-year technical assistance Memorandum of Understanding (MoU) on October 11, 2012 to bring LA's expertise on prevention, intervention, reinsertion and enforcement to the region. The MoU has the following three goals:

- (1) Improve citizen security in the LAC region;
- (2) Reduce risk factors that lead youth into criminal activity; and
- (3) Provide new opportunities for youth at risk.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Time-and-Materials type Contract with travel and per diem being reimbursed at actuals in accordance with Federal Regulations for one (1) one-year Base Period (12 months) for a total of services not to exceed 12 months.

B.3 CEILING PRICE

- (a) The Ceiling Price for the performance of the work required hereunder for the one-year Base Period is \$123,073.89.
- (b) Within the ceiling price specified in paragraph (a) above, the amount obligated and available for reimbursement of allowable costs incurred by the Contractor for performance hereunder is \$123,073.89. The Contractor shall not exceed the aforesaid obligated amount.

B.4 PERIOD OF PERFORMANCE

1-Year: June 1, 2013 - May 31, 2014

B.5 LEVEL OF EFFORT

The level of effort for the Base period is as follows:

1-Year Base Period: 125 Days

It is the Contractor's responsibility to ensure that the COR's adjustment to the work days ordered for each functional position does not result in costs which exceed the ceiling price of the Contract.

Under no circumstance shall the COR's adjustment authorize the Contractor to be paid any amount in excess of the ceiling price of the Contract.

B.5.1 CEILING PRICES

Prices cover the period June 1, 2013 - May 31, 2014

Team Member	Unloaded Daily Rate	Level of Effort (Days)	Total Direct (Daily Rate X LOE)
	\$ [REDACTED]	50	\$ [REDACTED]
	\$ [REDACTED]	10	\$ [REDACTED]
	\$ [REDACTED]	35	\$ [REDACTED]
	\$ [REDACTED]	25	\$ [REDACTED]
	\$ [REDACTED]	5	\$ [REDACTED]
Total		125	\$ [REDACTED]

Total Labor \$ [REDACTED]
 Indirect Costs \$ [REDACTED]
 Sub-Total \$ [REDACTED]
 Travel & Per Diem \$ [REDACTED] 5
CEILING TOTAL \$ 123,073.89

B.6 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
Department Administration & Support (a)	10.90%	1/	1/	1/
Fringe (b)	44.87%	1/	1/	1/

1/ Base of Application: Direct Labor
 Type of Rate: Provisional
 Period: December 26, 2012, until amended

- (a) Department Administration & Support costs are computed based on "gross annual salaries" excluding overtime. Gross Salaries are total annual salaries, which include pay for time worked AND compensated time off. The rate includes expenditures which benefit the department as a whole; are NOT directly charged to a grant or fee program, are NOT line operations.
- (b) Fringe Benefits Rate includes the department's share of the Citywide costs of: Retirement (Civilians) Employee Assistance; Union Sponsored Benefits; Pensions (Fire/Police Sworn) Ordinance Life Insurance; Unused Sick/Vacation Payout; FLEX Benefit Program Medicare Unemployment Insurance; Social Security Workers' Compensation; Part Time/ Seasonal/Temporary Hiring Hall Fringe.

B.6 REIMBURSABLE COSTS

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation and Payment.

[END OF SECTION B]

SECTION C- STATEMENT OF WORK

Contract to the City of Los Angeles Mayor's Office on Gang Reduction and Youth Development (GRYD)

Background, Scope of Work, Deliverables

A. Background

In recent years, crime and violence have reached catastrophic levels in Central America as the region has experienced a confluence of organized crime, narcotics and arms trafficking, and youth gangs. Murder rates in several Central American nations are now among the highest in the world. This deterioration in public safety is eroding citizen confidence in democratic governance and undermining the region's development efforts.

In order to address these problems, the U.S. government, in coordination with its partners in the region, launched a multifaceted security assistance package for Central America, which is now known as Central America Regional Security Initiative (CARSI). The Initiative seeks to (1) break the power and impunity of criminal organizations; (2) improve the capacity of justice systems in the region; (3) strengthen border, air, and maritime controls; and (4) curtail gang activity and diminish the demand for drugs in the region. USAID supports CARSI through its management of the "Economic and Social Fund" (ESF) for Central America. USAID's ESF activities directly contribute to the achievement of CARSI objectives—particularly strengthening justice systems and curtailing gang activity—by addressing the underlying economic and social conditions that lead to community vulnerability to crime and insecurity.

In March 2012, USAID organized a learning exchange in San Pedro Sula, Honduras. The purpose of the exchange was to assemble over 250 public (at the national and municipal level), private, and NGO leaders from the U.S. and Central America to identify pressing issues, brainstorm solutions, and elicit information to aid in the development of strategies that will enhance the capacity of institutions and communities to implement interdisciplinary and inter-institutional crime and violence prevention initiatives. At the event, Honduras had an opportunity to share experiences with prevention and law enforcement experts from cities that faced similar crime and violence surges, including Los Angeles, Chicago, Bogota, Ciudad Juarez, Johannesburg and Rio de Janeiro.

Once one of the most dangerous cities in the US, the City of Los Angeles is widely considered a success story in the fight against urban violence. Professionals from the Los Angeles Mayor's Office and the Gang Reduction and Youth Development (GRYD) participated in this learning exchange and shared their methodology with participants. In particular, they focused on the GRYD Comprehensive Strategy including targeted crime and violence prevention, intervention development and training, re-entry, community law enforcement engagement, summer violence reduction strategies, research, evaluation, and data collection.

USAID saw enormous potential for the GRYD strategy in supporting its work in Central American countries from the Northern Triangle (i.e. El Salvador, Honduras, and Guatemala). In moving one step closer towards building a hemispheric community of practice on crime

and violence prevention, USAID Administrator Shah and Los Angeles Mayor Villaraigosa signed a three-year technical assistance Memorandum of Understanding (MoU) on October 11, 2012 to bring LA's expertise on prevention, intervention, reinsertion and enforcement to the region. The MoU has the following three goals:

- (1) Improve citizen security in the LAC region;
- (2) Reduce risk factors that lead youth into criminal activity; and
- (3) Provide new opportunities for youth at risk.

The first area of collaboration under this partnership has been the adaptation of GRYD's Secondary Prevention Model, including its Youth Services Eligibility Tool (YSET), to the Central American context in support of CARSI. YSET was developed originally as a joint venture between GRYD and the University of Southern California (USC) to diagnose those youth most susceptible for recruitment by gangs from 10-15 years of age and therefore eligible for focalized, secondary prevention interventions.

During the L.A. Gang Prevention and Intervention Conference in May 2013 co-sponsored by USAID and the L.A. Mayor's GRYD office, other ongoing opportunities were identified for collaboration. These include piloting of the GRYD model in key USAID crime prevention municipalities in Central America and Mexico while also continuing to adapt the YSET tool for identifying those most at risk youth who can be selected for USAID programs on secondary prevention. Over the course of the year it is expected that USAID missions in Mexico, Guatemala, Honduras, and El Salvador will receive technical support and training from the L.A. GRYD office directed at those municipalities chosen to be GRYD pilot sites. As part of this partnership the GRYD office and USAID will also establish a working group to look at the issue of transnational families and their influence in reducing gang involvement.

B. Scope of Work

The scope of technical assistance and capacity development work by GRYD and USC researchers will be comprised of two phases, these are:

- (1) Introductory – to introduce the Model to key stakeholders; and
- (2) Testing/contextualization – to adapt/pilot the Model and train on its implementation.

The scope of work for this contract encompasses the introductory phase in Mexico, Honduras, Guatemala and El Salvador, in addition to testing/contextualization in Honduras, Guatemala and El Salvador that will include a focus on the L.A. GRYD Secondary Prevention Model.

Phase One: Introductory Phase

A joint GRYD/USC team undertook field visits to Honduras in 2012, and Guatemala and El Salvador in 2013 to introduce the GRYD model/YSET tool and identify a work group and a research partner that would collaborate in the process of adapting the tool and its corresponding family-centered prevention model to the cultural, social, and political context of Central America. Follow-up TDYs will be made to each of these three countries, whereas introductory activities will be launched in Mexico.

The proposed field work will build on previous visits to better identify an action plan for developing a culturally congruent GRYD prevention model in Honduras, Guatemala and El Salvador by establishing the following platforms that are expected to build capacity. On previous trips, USAID Washington in collaboration with USAID Missions in these three countries identified members of capacity building platforms. The proposed platform consists of:

- A working group from target municipalities that will collaborate with the GRYD team and can serve as the platform for contextualization of the model including the client selection tool (YSET) as well as the family-centered strategy. This group ideally should be comprised not only of researchers but also of service providers involved in direct practice with youth/families and municipal authorities.
- Two testing sites in the selected country that will collaborate with GRYD and serve as the platform in which the GRYD model and YSET will be piloted.
- A university/research partner that will collaborate with USC researchers and can provide the following services: a) evaluate each YSET administered in the testing site to determine if that youth is deemed to be at the highest level of gang joining, and b) evaluate each YSET administered in the testing site at six-month intervals to determine reduction of risk factors and associated behaviors.
- A training platform in each country that can serve as the host for mutual technical assistance trainings between the partners that are part of the GRYD team and those that are part of the Central American team.

While the GRYD/USD team has already initiated work in Honduras, Guatemala and El Salvador, assistance to Mexico under this scope of work will focus on introductory activities.

Phase Two: Testing/Contextualization

As part of this Contract, the GRYD/USC team will initiate phase two to continue educating stakeholders on the GRYD model and YSET tool. One to two municipalities per the four countries will be selected as pilot GRYD sites and the L.A. GRYD team will provide week long training and TA with service providers and municipal authorities on how to structure a secondary prevention program and how to utilize the YSET for identifying those youth at the highest risk of becoming gang members.

Goals for Phase Two, which will be completed on subsequent trips, are to:

- Train on secondary prevention programming in target municipalities in the four countries that can be incorporated into their municipal crime prevention plans;
- Complete 500 YSET-I of youth ages 10-15 years of age; and,
- Advise on the implementation of basic family-centered services to those youth that have been identified by the YSET as at the highest risk of joining gangs.

For the YSET-I, all participants will be trained in conducting YSET interviews, and conducting genogram construction coaching sessions.

The Training is proposed as four days 9:00 a.m. to 5:00 p.m., and one day 9:00 a.m. to noon. Participants will be divided into two groups.

	Day 1	Day 2	Day 3	Day 4	Day 5
<u>Morning Training Session:</u> 9am – noon	<u>GROUP I & II:</u> Secondary Prevention Model	<u>GROUP I:</u> Family-Centered Model <u>GROUP II:</u> YSET Interview	<u>GROUP I:</u> Family-Centered Model <u>GROUP II:</u> YSET Interview	<u>GROUP I:</u> Family-Centered Model <u>GROUP II:</u> YSET Interview	<u>GROUP I & II:</u> Secondary Prevention Model
<u>Afternoon Training Session:</u> 1pm – 5pm	<u>GROUP I:</u> YSET Interview <u>GROUP II:</u> Family-Centered Model				

C. Deliverables

The GRYD Office is responsible for the following deliverables:

- 28 meetings with host country service providers (4 per country visit) to inform options for secondary prevention programs in Mexico, El Salvador, Honduras & Guatemala during phase one/two (June 2013-May 2014);
- 3 trainings on YSET-I & basic family-centered services (genogram) with service providers in target municipalities in Guatemala, El Salvador, & Honduras to develop secondary prevention strategies;
- 7 high-level meetings with host country government representatives (one per country per trip) to share best practices from L.A. and discuss adaptation of GRYD model into local context;
- 7 meetings with USAID Mission staff and Embassy representatives (one per country per trip) to expand on the GRYD model activities and L.A. experience with crime prevention to inform USG strategy;
- 4 press conferences/webchats to inform the public about the USAID – L.A. partnership and convey talking points on USG efforts to combat crime in (one per target country); and
- 4 five-day trainings with service providers and implementing partners on the GRYD model and YSET (one per target country).

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

- (a) USAID shall be prominently acknowledged in all publications, videos or other information media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of US AID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [], Bureau for [], U.S. Agency for International Development, under the terms of Contract No. []. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."
- (b) Unless the contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

D.2 USAID BRANDING

The Foreign Assistance Act of 1961, as amended, requires that all documentation for programs, projects, activities, public communications and commodities funded by USAID visibly bear the USAID Standard Graphic identity that clearly communicates that our aid is "From the American People." The Contractor's own logo shall NOT be included on program materials unless approved in advance by USAID. Contractors are required to visit the website at <http://www.usaid.gov/branding/acquisition.html> to download the Graphic Standards Manual for instructions. All branding questions, including items not covered in the manual, should be addressed in writing to Joseph Fredericks, Director of Public Information, Production and Online Services, at jfredericks@usaid.gov Contractors shall copy the COR on all correspondence.

D.3 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical

office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.246-6 Inspection – Time-and-Material and Labor-Hour (May 2001)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer Representative (COR), as designated in the contract, is responsible for performing the inspection of all supplies or services rendered under the contract. The COR is also responsible for recommending, to the Contracting Officer, acceptance replacement/correction of supplies or services that fail to meet the contract requirements. Rejection of a deliverable will delay payment due and may be grounds for termination or for default. On-time deliveries of delivery schedule items, as well as performance measurements, are critical to acceptable performance under this Contract.

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID Washington or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR listed in Section F has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.242-15 Stop-Work Order (AUG 1989)

F.2 PERFORMANCE/DELIVERABLES

The contractor will complete Phase I and Phase II as described in Section C, Part B – Scope of Work, and provide all the Deliverables set forth in Section C, Part C – Deliverables.

F.3 PERFORMANCE RECORD

The Contractor's overall performance in accordance with the completion of Section C Statement of Work shall be evaluated by the Contracting Officer Representative (COR), and shall form the basis of the Contractor's performance record with regard to this Contract.

F.4 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

752.7005 Submission Requirements for Development Experience Documents (OCT 1997)

The following clause shall be included in all USAID professional/technical contracts in which development experience documents are likely to be produced.

SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

- (1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less

than a year are not to be submitted.

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

(b) Submission requirements.

(1) Distribution.

- (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.
- (ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
 - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF INVOICES

- a. Invoices under this Contract will be paid in accordance with the following sequence:

The Contractor shall submit invoices in PDF format to ei@usaid.gov. The Contractor will receive an automatic response from that inbox indicating the invoice has been received and is being processed. If the Contractor does not receive the automatic response, the invoice shall be resubmitted and the COR notified.

If the Contractor is unable to send invoices electronically, invoices are to be mailed to the following address:

USAID Accounts Payable
M/FM/CMP/DCB
1300 Pennsylvania Avenue, NW
Washington, DC 20523

Invoices shall be submitted upon USAID acceptance of each deliverable outlined in the Contract.

The Contractor shall ensure that each invoice includes the following information:

- a. An SF 1034, Public Voucher for Purchases and Services Other than Personal, as a cover page.
- b. Name, address, Contract number. If the order is assigned to a bank, also show "CONTRACT ASSIGNED" below the name and address of the Contractor.
- c. Name, title, phone number, fax number and e-mail address of person to notify in the event of a defective invoice.
- d. Name and address of Contractor official or entity to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- e. Taxpayer Identification Number (TIN).
- f. Electronic funds transfer (EFT) banking information.
- g. Invoice date and invoice number. Invoices shall not be dated more than one day prior to submission.
- h. The period of performance in which costs were incurred.
- i. The CLIN(s) being invoiced.
- j. Total funding to date and remaining funding.
- k. Travel, if required and pre-approved, showing a breakdown of all actual travel and per diem expenses by traveler and by trip. All invoiced travel costs (per trip) shall be supported by receipts. Receipts are required for lodging expenses regardless of amount, and expenditures of \$75.00 or more. A receipted bill or other form of receipt must show when specific services were rendered or articles purchases, and the unit price. If receipts are impractical to obtain or have been inadvertently lost or destroyed, a statement explaining the circumstances shall be furnished. For lodging, a statement shall include the name and address of the lodging facility, the dates the lodging was obtained, whether or not others shared the room, and the costs incurred. Expenses incurred in excess of per diem rates shall have prior approval from the COR or designee. COR approvals shall be submitted with the invoice submission.

G.2 ACCOUNTING AND APPROPRIATION DATA

Accounting Template	LAC Program Funds
BBFY	2012
EBFY	2013
Fund	ES
OP	LAC/RSD
Prog Area	A27
Dist Code	598-W
Prog Elem	A141
BGA	598
SOC	4101000
Obligated Amount:	\$123,073.89

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The performance of the work required under the Contract shall be subject to the technical review of the USAID COR.

- a. The CO will designate a technical representative to assist in monitoring the work under the Contract Agreement. The COR serves as the technical liaison with the contractor. The COR is *not* authorized to change the scope of work or specifications as stated in the Contract Agreement, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the Firm Fixed Contract Agreement price, delivery schedule, period of performance or other terms or conditions
- b. In the event any technical direction offered by the COR is interpreted by the contractor to be outside of this Contract Agreement, the contractor shall not implement such direction, but shall notify the CO in writing of such interpretation within five (5) calendar days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the contractor's suggested revisions to the terms of the Contract Agreement necessary to implement the technical direction.
- c. The CO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the Contract Agreement shall not be construed to authorize the revision of the terms and conditions of this Contract Agreement. Any such revision shall be authorized only in writing by the Contracting Officer.

G.4 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 725.702 DESIGNATION OF AUTHORIZED GEOGRAPHIC CODE.

- (a) The authorized geographic code or codes for an USAID contract shall be deemed to be **Geographic Code 937**, the U.S, the cooperating/recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources.
- (b) The list of developing countries is available in ADS 310.

H.3 SPECIAL REQUIREMENTS

TRAVEL AND PER DIEM

All travel shall be in compliance with the Federal Travel Regulations (FTR) 301.10.121, Federal Acquisition Regulation Subpart 31.205-46 and USAID Travel Policy. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftt.

H.4 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/recipient is reminded that U.S. Executive Order and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws.

All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.

H.5 ORGANIZATIONAL CONFLICT OF INTEREST

a. Organizational Conflicts of Interest: Preclusion from Implementation Contract or Grant

Support provided under this contract may call for the Contractor to furnish important services in support of the design of specific strategies, projects and activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, **THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR, GRANTEE OR SUBGRANTEE OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY EVALUATION, PROJECT OR ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT**, unless the Head of the Contracting or Award Action, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance with FAR 9.503) determining that preclusion of the Contractor from the implementation contract or grant would not be in the US Government's interest. When a Task Order includes a work requirement that may preclude the Contractor from furnishing implementation services, a clause stating the preclusion will be included in the Order.

b. Organizational Conflicts of Interest: Preclusion from Furnishing Certain Services and Restriction on Use of Information

- (1) Support under this contract may call for the Contractor to furnish important services in support of the evaluation of contractors or of the design of strategies, specific programs, projects or activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR GRANTEE OR SUBGRANTEE OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER OR GRANT THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF SUCH FINDINGS, PROPOSALS OR RECOMMENDATIONS BEING SUBMITTED TO USAID, unless the Head of the Contracting or Grant Action, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance with FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the U.S. Government's interest.
- (2) If the Contractor gains access to proprietary information of other company (ies) or organization(s) in performing this Contract, the Contractor must agree with the other company (ies) or organization(s) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.
- (3) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Contracting Officer shall provide the Contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

H.6 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all

subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

End Clause

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act);
USAID's DBA insurance agent is:

Primary Contact:

Aon Risk Insurance Services West
199 Fremong Street
Suite 1400
San Francisco, CA 94105

Point of Contact:

Regina Carter
(415) 486-7554

Secondary Contact:

Aon Risk Insurance Services West
1120 20th Street, N.W.
Suite 600
Washington, DC 20036

Point of Contact:

Ellen Rowan
(202) 862-5306

DBA insurance costs are allowable as an Other Direct Cost. See AAPD 04-05 Sup 1 for additional information: http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd04_OSS.pdf

H.7 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

- (a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions.
 - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local

medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

- (c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

HL8 752.7004 EMERGENCY LOCATOR INFORMATION (July 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

[END OF SECTION H]

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.202-1	DEFINITIONS.	(JAN 2012)
52.203-5	COVENANT AGAINST CONTINGENT FEES.	(APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES.	(OCT 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS.	(FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.	(AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.	(JUN 2008)
752.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	(DEC 2005)
52.233-3	PROTEST AFTER AWARD.	(AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM.	(OCT 2004)
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS.	(SEP 2000)

I.2 AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION

The contract incorporates the following Agency for International Development Acquisition Regulation clauses (AIDAR) by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

Applicable "X"	AIDAR Clause Number	AIDAR Clause Title
X	752.204-1	Definitions (JAN 1990)
X	752.204-2	Security Requirements
X	752.242-70	Periodic Progress Reports
X	752.232-7	Payments under Time-and-Materials and Labor hour Contracts (DEC 2005)
X	752.7002	Travel and Transportation (JAN 1990)
X	752.7003	Documentation for Payment (NOV 1998)
X	752.7005	Submission Requirements for Development Experience Documents (JAN 2004)
X	752.7006	Notices (APR 1984)
X	752.7007	Personnel Compensation (JUL 2007)
X	752.7008	Use of Government Facilities or Personnel (APR 1984)
X	752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
X	752.7014	Notice of Changes in Travel Regulations (JAN 1990)
X	752.7034	Acknowledgement and Disclaimer (DEC 1991)
X	752.7035	Public Notices (DEC 1991)

I.2 FAR CLAUSE

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

I.3 AIDAR IN FULL TEXT

752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

- (a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
 - (1) Military equipment
 - (2) Surveillance equipment
 - (3) Commodities and services for support of police and other law enforcement activities
 - (4) Abortion equipment and services
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
 - (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items
 - (4) Pesticides,
 - (5) Fertilizer,
 - (6) Used equipment, or
 - (7) U.S. government-owned excess property.

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

may require the contractor to refund the entire amount of the purchase.

**AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST
DISCOVERED AFTER AWARD (JUN 1993)**

- (a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.
- (b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

752.227-14 RIGHTS IN DATA--GENERAL (OCT 2007)

The following paragraph (d) replaces paragraph (d) of (48 CFR) FAR 52.227-14 Rights in Data—General.

- (d) Release, publication and use of data.
 - (1) For all data first produced or specifically used by the Contractor in the performance of this contract in the United States, its territories, or Puerto Rico, the Contractor shall have the 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 contract [see paragraph (d)(3) for limitations on contracts performed outside of the US].
 - (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
 - (3) For all data first produced or specifically used by the Contractor in the overseas performance of this contract, the Contractor shall not release, reproduce, distribute, or publish such data without the written permission of the Contracting Officer. The government also may require the contractor to assign copyright to the government or another party as circumstances warrant or as specifically stated elsewhere in the contract.

752.7025 APPROVALS (APR 1984)

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

approving official may, at his discretion, ratify the action after the fact.

752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer's Representative (COR)* is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The COR's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the COR, of planned travel, identifying the travelers and the dates and times of arrival.

"Delegation of Authority for Prior Approval of International Travel

The Contracting Officer has hereby delegated this approval authority to the Contracting Officer's Representative. Approval may be granted via letter, email, or similar form of communication. Please note that ultimate authority still lies with the Contracting Officer and the CO may ask the COR or the Contractor to see the approval documentation at any time. The purpose of this delegation is to streamline international travel approvals and minimize the administrative burden on the Office of Acquisition and Assistance."

[END OF SECTION I]