



USAID | COLOMBIA

FROM THE AMERICAN PEOPLE

April 3, 2008

Request for Proposal (RFP) 514-08-004
Due Date: May 8, 2008 4:00 p.m. Local Time

Dear Sir/Madame:

The United States Government, represented by the United States Agency for International Development (USAID)/Colombia, is seeking the services of a Contractor to evaluate the Human Rights Program. The purpose of this evaluation is to assess the progress of the USAID's Human rights Program (HRP) and to offer recommendations to increase the impact and effectiveness of the program.

Electronic Responses are required (See Section L.6). Please submit your Proposals to all of the e-mail addresses below by 4:00 p.m., May 8, 2008. Receipt by any one of these two addressees will constitute timely receipt for this RFP. **Receipt time is when the Proposal is received by AID/Washington internet server.** The addresses for the receipt of proposals are: acox@usaid.gov and nfarfan@usaid.gov.

The Technical Proposal has a strict ten (10) page limit. Offerors are advised that any pages exceeding this limit will not be evaluated. Offerors are reminded that the Evaluators have to be able to read the proposals, so presentation and legibility are crucial. This is discussed in more detail in Section I..

USAID plans to award an 8 week cost plus fix fee contract type with a total estimated cost in the range of \$100,000 - \$130,000 for the evaluation of above mentioned program. Revealing the cost range for the contract does not mean that offerors should necessarily strive to meet the maximum amount. Cost proposals shall be evaluated as a part of a Best Value determination for contract award. The offeror is to propose the activities and staffing according to the offeror's approach for achieving results. Sections B through J of the solicitation will become the contract, with blanks completed by the Contracting Officer based on the successful proposal.

This RFP does not obligate the United States Government to award a contract, nor does it commit USAID to pay for any costs incurred in the preparation or submission of proposals. USAID reserves the right to award this contract without discussions.

Sincerely yours,

Adam Cox
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 65
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RFP 514-08-004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04-03-2008
7. ISSUED BY Office of Acquisition and Assistance USAID/Bogotá Unit 5101 APO AA 34038		CODE 514	8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in E-mail proposals to acox@usaid.gov & nfarfan@usaid.gov until 4:00 P.M. local time 05-08-2008
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Adam Cox & Nubia Farfan	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS acox@usaid.gov & nfarfan@usaid.gov
	AREA CODE 571	NUMBER 383-4192/	EXT. 383-4138	

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X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
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X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
				18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$. 00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE 514	25. PAYMENT WILL BE MADE BY CODE 514 Controller's Office American Embassy/USAID Unit 5101 APO AA 34038		
26. NAME OF CONTRACTING OFFICER (Type or print) Adam Cox	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The objective of this contract with regard to Evaluation of Human Rights (HR) Program is to assess the progress made by MSD/Colombia, implementer of USAID’s Human Rights Program and to offer recommendations to increase the impact and effectiveness of the Program.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section F.5.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is TBD. The fixed fee, if any, is TBD. The estimated cost plus fixed fee, if any, is TBD.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is TBD. The Contractor shall not exceed obligated amount to be determined in the contract.

B.4 PRICE SCHEDULE

	Input Line Item		Total
I.	Personnel Salaries and Wages		
II.	Fringe Benefits		
III.	Travel and Transportation		
IV.	Other Direct Costs		
V.	Indirect Costs/Overhead (see e. below)		
VI.	Printing/Publications		
Total Estimated Cost – Federal Share (USAID Contribution)			

B.5 INDIRECT COSTS (DEC 1997)

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
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:

Type of Rate: Predetermined

Period:

2/Base of Application:

Type of Rate: Predetermined

Period:

3/Base of Application:

Type of Rate: Predetermined

Period:

B.6 COST REIMBURSABLE

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 for Payment.

B.7 CEILING ON INDIRECT COST RATES

The Contractor accepts a ceiling of ____% on the indirect cost rates specified in B.5 above for the duration of this contract.

* Advance Understanding on Ceiling Indirect Cost Rates and Final Reimbursement for Indirect Costs:

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

(1) The distribution base for establishment of final overhead rates is _____. (b) The distribution base for establishment of final G&A rates is _____.

(2) The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

(3) Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

Description	Rate	Base	Type	Period
		1/	1/	1/
		2/	2/	2/

1/Base of Application:

Type of Rate:

Period:

2/Base of Application:

Type of Rate:

Period:

(4) USAID shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 STATEMENT OF WORK****I. OBJECTIVE**

The purpose of this evaluation is to assess the progress of the USAID's Human Rights Program (HRP) and to offer recommendations to increase the impact and effectiveness of the program. The program is implemented by Management Sciences for Development, in partnership with various civil society organizations, the Government of Colombia ("GOC"),¹ and Colombian state institutions ("State Entities") tasked with independent oversight responsibility for human rights, including the Inspector General (IGO – Procuraduría) and the National Ombudsman's Office (Defensoría del Pueblo).

The primary audience for this assessment is USAID/Colombia's Democracy and Governance (DG) Office and USAID/Colombia's Front Office. The results of this evaluation will assist USAID to determine if adjustments to the program should be made and whether the final two option years of the MSD contract should be exercised.

II. BACKGROUND**The USAID Colombia Program (2000-2005)**

Since USAID initiated support for Plan Colombia in 2000, significant advances have been made in expanding state presence, strengthening Colombian democracy, creating licit economic opportunities, and providing assistance to internally displaced people. However, while Colombia at the national level has made impressive strides in developing technical capacity of national democratic institutions, significant challenges remain to the State's legitimacy and effectiveness in portions of its territory, especially in rural and conflict-affected areas in which the State's presence is precarious or doesn't exist, and in which protecting human rights is particularly challenging. Some have characterized these regions as "non-institutionalized Colombia," where democratic institutions and processes, rule of law, governance, and citizen security remain fragile and economic opportunities are few. Particularly hard hit are indigenous and Afro-Colombian populations and the millions of rural Colombians who have abandoned their homes to escape guerilla and paramilitary violence.

USAID's human rights initiatives are among the Mission's most politically sensitive, high profile activities. The US Congress has a particularly high level of interest and engagement in USG human rights efforts in Colombia, reflected by the number of Congressional visits, earmarks, and inquiries about human rights in Colombia. The Colombian and international NGO community are also heavily engaged in human rights issues. For these reasons, it is expected that process and findings of this evaluation will receive significant scrutiny and attention from all stakeholders.

Phase I of the Human Rights Program (2001-2006)

The current Human Rights Program builds upon USAID's previous program from 2001-2006, which accomplished key reforms in the following areas:

¹ The Government of Colombia refers to the President's Office and to agencies under the control and authority of the Executive Branch. The State Entities are independent oversight bodies, not subject to Executive control, including the Inspector General and National Ombudsman's Office. In this document, "GOC" is the former and "State Entities" is the latter.

- **Prevention:** The creation of an Early Warning System for human rights abuses which alerts State institutions to threatening situations that could lead to egregious human rights abuses.
- **Protection:** The strengthening of an individual protection program for human rights workers, defenders, and community and social leaders. The development of the *Communities at Risk Program*, which increases protection of the rights to life, freedom, and integrity of communities at high risk of violence, including Afro-Colombian and indigenous communities.
- **Response:** The strengthening of institutions including the Inspector General's Office, the Ombudsman's Office, and the Vice Presidency, to provide a prompt response to human rights violations and strengthen independent oversight of human rights institutions and policies.

Phase II of the Human Rights Program (2006-2011)

With the conclusion of Phase I, USAID/Colombia conducted broad-based consultations with governmental and civil society organizations both in Colombia and in Washington to obtain recommendations and feedback to guide the design of the follow-on program. The results of this process (included in Annex H) were taken into account in preparing a request for proposals for a new Human Rights Program. Through a competitive process, Management Sciences for Development (MSD) was awarded a two-year contract on August 29, 2006 with an option to extend an additional three years. The total estimated contract value is \$37 million over five years.

The objectives of the Human Rights Program are to:

- Strengthen national and local capacity for prevention of human rights abuses.
- Improve government capacity to protect individuals and communities at risk.
- Enhance GOC, State and civil society capacity to design, develop and monitor human rights public policies.
- Strengthen civil society's role and capacity to promote public policy, dialogue, and accountability.
- Promote victims' rights to truth, justice, and reparations.

The complete set of program activities and jointly-identified program benchmarks are provided in Annexes A and B. An evaluation of benchmarks should form the context within which the team assesses fundamental HRP impact.

The purpose of the HRP is to contribute to enhanced respect for and protection of human rights, and to promote respect and awareness of human rights, particularly among vulnerable populations.

Support for the United Nations Office of the High Commissioner for Human Rights (UNHCHR/Colombia)

The second activity within USAID/Colombia's human rights portfolio is a cooperative agreement with UNHCHR/Colombia, via the United Nations Development Program (UNDP). Through this agreement, USAID support UNHCHR's human rights' efforts in Colombia in the following areas: legal advising, observation, technical cooperation, promotion and dissemination. Strengthening of the Office's reach and impact is critical to the achievement of GOC and USG human rights objectives. USAID entered into a \$700,000 cooperative agreement with UNDP for the benefit of UNHCHR on April 11, 2006. USAID intends to extend this agreement through December 2008.

USAID contributes toward the achievement of five UNHCHR objectives:

1. Advising the Government of Colombia on priority issues related to human rights (the National Human Rights Action Plan and National Plan of Human Rights Education; as well as torture, forced disappearances, extrajudicial executions, and attacks on human rights defenders).
2. Strengthening human rights observation, public information, and human rights promotion functions in the central and regional offices of UNHCHR.
3. Providing technical assistance and support to State institutions, including the Ministries of the Interior and Justice, the Office of the Attorney General and independent oversight entities.
4. Strengthening civil society advocacy for human rights (with particular emphasis on journalists and organizations of indigenous peoples, Afro-Colombians, etc).
5. Promoting human rights via publications, press conferences, and media presence.

The program is national in scope, including support for the Bogotá Office as well as regional field Offices in Bucaramanga, Cali and Medellín.

While this evaluation is focused on performance of the Human Rights Program, the Evaluation Team should consider the HRP's efforts as part of USAID's broader human rights portfolio and assess synergies and coordination among these distinct programs.

III. DESCRIPTION OF THE STATEMENT OF WORK

A. Other USAID and USG Programs

Other USAID/Colombia programs include programs to promote justice reform and modernization, political parties and processes strengthening, regional governance consolidation, alternative development, support for internally displaced persons, and support to demobilization and reintegration processes. The Department of Justice works with the Attorney General's Office (Fiscalía) including its Human Rights and Justice and Peace Units, which play a critical role in combating impunity. The evaluation team should be generally familiar with these programs and the synergies among them, as well as potential redundancies.

B. Objectives of the Evaluation

The objectives of the evaluation are as follows:

1. Evaluate the progress made by MSD (and its civil society partners), the GOC, and the State Entities vis-à-vis the program benchmarks, the requirements of the contract between MSD and USAID and the Letters of Understanding (LOUs) between USAID and the GOC and USAID and the State Entities.
2. Evaluate the impact of the activities implemented during the first two years of Phase II of the program, along with the coordination among the project partners and coordination with other USAID, USG and other donor programs.
3. Evaluate the sustainability of the program with respect to the "Nationalization"² of the program (formerly referred to as "Colombianization"). The Nationalization Matrix can be found in Annex C.
4. Evaluate the cost-effectiveness of the program.
5. Assess the performance monitoring systems in place and make recommendations for more effective means of verifying results.

² During the design, solicitation, and initial implementation phase, the term used was "Colombianization." This term was subsequently changed to "nationalization." They are used interchangeably.

6. Provide recommendations for any changes in approach, activities, or other means to maximize the effectiveness of the program for USAID, MSD, GOC counterparts, and civil society organizations.

C. Evaluation Criteria and Questions

In evaluating the HRP, the Evaluation Team will answer the questions provided below under each of the general evaluation criteria. These questions and criteria are not comprehensive or exhaustive and the evaluation team is free to propose additional questions and criteria that they believe will assist in the evaluation of the HRP. In addition, the Evaluation Team should identify opportunities and recommendations for improvement.

1. **MEETING BENCHMARKS.** Are the partners (MSD, GOC, State Entities, sub-grantees, sub-contractors) meeting their responsibilities under their contracts, grants, and/or LOUs? If not, why? Are the benchmarks/results/timelines established for the first two years of implementation realistic? Are partners planning their individual activities with the broader objectives and sub-objectives in mind? How well have implementing partners worked as a team to coordinate workplans and activities towards achieving the objectives of the overall Human Rights Program? Do the answers to the previous questions differ by geographical and/or program area? Do any of the benchmarks need to be revised based on the first two years of program implementation.

2. **IMPACT.** What has been the impact of activities implemented under the HRP during the first two years of Phase II of the program? What has been the success or failings of the program in promoting fundamental “first generation” human rights in Colombia? Has the program been flexible to changing circumstances? Has it capitalized on new opportunities or missed critical opportunities? Are communication / outreach components contributing to the program objectives? Should the program be re-focused to address more urgent needs or geographic areas more vulnerable to conflict?

Have program activities been targeted at the appropriate beneficiaries to ensure the greatest impact in support of USAID/Colombia’s Strategic Objective 1; Enhanced Democratic Governance? What do beneficiaries think about the program’s impact thus far? Are they utilizing the knowledge and skills gained?

To what extent has the Human Rights Program supported or complemented activities sponsored by other international donors and/or multilateral organizations? The Evaluation Team should identify areas lacking coordination or program redundancy identified during the evaluation. What are the weakest elements of the program and what can be done to address weaknesses?

Has assistance to victims been effective? How well has the Human Rights Program integrated cross-cutting issues including assistance to vulnerable populations (e.g. victims, indigenous, Afro-Colombians, women, children, persons with disabilities)? Has the program acted upon opportunities for public policy reforms in this area? What improvements could be made to increase the program’s effectiveness in integrating these issues? Are the selection criteria of the organizations that provide assistance to vulnerable populations adequate? Is the Program triggering the creation of civil society networks?

3. **SUSTAINABILITY.** Are processes, systems, and programs in place to ensure that the results and impact of HRP activities will be sustainable in terms of encouraging the “Nationalization” of the program? Does the program create institutional capacity and fill gaps on behalf of the programs of key beneficiaries? What evidence is there of the GOC, State Entities, and other Colombian partners taking ownership of HRP activities? What obstacles exist for achieving sustainability? What measures should be taken to increase sustainability?

4. **COST-EFFECTIVENESS.** Assess cost-effectiveness against program impact, both in terms of time and money. Are the results achieved under the HRP being produced at an acceptable time/money cost

compared with alternative approaches accomplishing the same objectives? What alternative approaches exist which could achieve results at greater efficiency and what mechanisms can be recommended for implementing the alternative approaches? To what extent have beneficiaries provided their own resources for programmatic activities?

5. **PERFORMANCE MEASUREMENT SYSTEMS.** Are there sound performance monitoring systems at the level of individual partners, as well as at the level of program management? Do the monitoring systems effectively track, monitor and report on results attributable to program activities? Do they utilize independently verifiable information? Have the consultative mechanisms created by the program been effective? How might they be improved?

6. **RECOMMENDATIONS FOR IMPROVEMENT.** Is the program on the right track? Are changes in approach recommended? Throughout this evaluation, the Evaluation Team should be mindful of recommendations for improvement in all areas as noted above.

D. Proposed Assessment Methodology

The evaluation team shall: 1) review key documents, develop a work plan including an interview list, and present its proposed methodology to USAID/Colombia via an entrance briefing; 2) conduct interviews and field visits; 3) analyze the data and compile key findings and recommendations into a draft assessment report; 4) verbally present draft findings and recommendations to USAID/Colombia; and 5) submit the draft assessment report to USAID/Colombia for comments, followed by a final assessment report.

It is recommended that the Evaluation Team conduct this assessment in the following three phases: 1) Desktop review of key documents, initial analysis, and development of work plan (8 work days); 2) Conducting interviews and field visits (4 weeks/20 work days); 3) Development of Evaluation Report (10 work days).

Phase 1: Desktop Review of Key Documents, Initial Analysis, and Development of Work plan (8 work days)

As a first step in the assessment process, the Evaluation Team³ shall review relevant USAID documents, as well as key documents from the Human Rights Program. As the following list is not exhaustive, the Evaluation Team shall be responsible for identifying and reviewing additional materials relevant to the assessment. Documents for review will include, but are not limited to, the following:

- Plan Colombia documents
- USAID/Colombia 2006-2008 Strategy
- USAID/Colombia Operational Plan
- Human Rights Program Contract and Program Summaries
- Human Rights Program Work plans (Years 1 and 2)
- Human Rights Program Quarterly Reports, including financial reports
- Any other Human Rights Program reports
- Work plans of key implementing partners
- Benchmarks
- Letters of Understanding between USAID and Colombian Government and State entities
- MSI Evaluation of Colombia's Early Warning System
- "Nationalization" Framework

³ For the purpose of this document, the terms Evaluation Team and Contractor are used interchangeably.

- Human Rights Program publications
- Reports from Human Rights Consultative Meetings in Bogota and Washington, DC
- Reports and analysis developed by Colombian and US non-governmental organizations

The Evaluation Team shall use this literature to develop an initial response to the assessment questions, and to set forth hypothesized cause-effect relationships that can be tested through field research and interviews. USAID expects that the research design for interviews and fieldwork will be adequate to “test” these hypotheses, although it is understood that much of the evidence will be qualitative in nature.

Phase 2: Conducting Interviews and Field Research (4 Weeks/20 work days)

The Evaluation Team shall conduct key interviews with USAID/Colombia staff, implementing partners, sub-contractors, grantees, Government of Colombia and State representatives, civil society, and other relevant beneficiaries. In addition, the Team shall undertake field visits (to approximately 4 departments outside of the Bogotá area) to conduct interviews with various project stakeholders. USAID/Colombia shall review and approve the Evaluation Team’s work plan which should include an interview list and proposed field visits.

In selecting locations for field visits, the Evaluation Team shall utilize the following criteria to evaluate field visit options: a) extent, depth, and nature of the human rights situation in the region/department/municipality; 2) amount of HRP investment in the region/department/municipality; 3) coverage (the Team should select field visits with the objective of gaining an understanding of the depth and range of the HRP as a whole); 4) type of activities/stakeholders being evaluated (the Team should select field visits that will allow an evaluation of the various types of activities/stakeholders being supported by the HRP; and 5) special circumstances (i.e. regions/programs that are a special focus of the HRP).

The following are evaluation methods to be utilized:

- Key Informant Interviews – to be held with beneficiaries; community leaders; local, regional, and national officials; other donors; other USG personnel in Colombia; implementing partners; and academicians.
- Focus groups – to be held with beneficiaries; community leaders; local, regional, and national officials; other donors; other USG personnel in Colombia; implementing partners; and academicians.
- Document reviews – assessments, action plans, evaluations, and legal documents. Key documents on the program will be provided to the team by USAID, but the team is expected to research documentation from other sources/organizations as well.
- Observation – field work in at least 4 departments outside the capital over a 4-week period.

Interviews shall be conducted with civil society organizations (CSOs), non-governmental organizations (NGOs) and GOC and State officials at the national, regional, and local level, as well as with other donors working on human rights issues. USAID/Colombia will provide input in the selection of these organizations and individuals.

Phase 3: Development of Evaluation Report (10 days)

During the final phase of the assessment, the Evaluation Team shall analyze the data collected through documentation review, interviews, focus groups, and field visits and prepare a draft evaluation report including findings and recommendations for USAID/Colombia. The Team should substantiate all findings and recommendations through citations of information sources. USAID will provide written comments on the draft report within 10 working days of receipt. The Evaluation Team shall in turn revise the draft report, reflecting USAID’s comments/suggestions, within 5 working days of receipt of the Team’s written comments. The Evaluation Team shall conduct a one-day workshop to discuss the results of the evaluation.

The task outlined in this Scope of Work is substantial and shall require significant pre-planning and team building prior to the conduct of field work. The evaluation shall require time both in Bogotá as well as in outlying areas, particularly under-served, conflict-prone rural regions. USAID will assist the team with the identification of appropriate field visits.

Findings from the field work should be compared to existing data available from several sources on human rights, including GOC and State sources, international human rights organizations and the Democracy Indicators Monitoring Survey supported by USAID.

E. Relationships and Responsibilities

The Evaluation Team shall work under the guidance and general direction of the USAID/Colombia Office of Democracy and Governance.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 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 semi finished 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.

D.2 BRANDING POLICY

Markings made under this contract shall comply with the USAID “Graphic Standards Manual” which is available at www.usaid.gov/branding, or any successor Branding Policy.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Colombia
Cra. 45 No. 24B-27
Bogotá D.C., Colombia

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 WORKPLAN AND IMPLEMENTATION

Technical requirements and tasks will be based on the contractor's proposed work plan, as amended during discussions with USAID and key partners. Within 5 calendar days of signing the contract, the contractor in coordination with key public sector and civil society partners will design a work plan that is highly specific for the first year of implementation and more notional for the out years. Implementation will begin following final approval by USAID and Colombian partners. While the work plan will take into consideration key implementing partner preferences, the contractor shall use its own independent expert technical judgment to determine what activities will be undertaken and in what order. Priority of action should be given to those activities deemed most likely to produce meaningful program results within the initial two year contract period. The presentation, review and approval of the work plan will be an annual event.

F.3 PERIOD OF PERFORMANCE

It is estimated that this assessment will be carried out over an 8-week period after contract signature, between September 1, 2008 and October 31, 2008.

F.4 SCHEDULE AND LOGISTICS

The timeframe for the assessment is the following.

Week	Activities
1-2	<input checked="" type="checkbox"/> Develop work-plan <input checked="" type="checkbox"/> Prepare questionnaires for Bogotá interviews <input checked="" type="checkbox"/> Set up interviews <input checked="" type="checkbox"/> Review background documents
2-3	<input checked="" type="checkbox"/> Conduct entrance briefing with USAID/Colombia Democracy and Governance Team <input checked="" type="checkbox"/> Carry out key informant interviews in Bogotá <input checked="" type="checkbox"/> Prepare questionnaires for field interviews
3-4	<input checked="" type="checkbox"/> Field work in departments 1 and 2: Carry out interviews with local authorities, local CSOs, community leaders, beneficiaries
4-5	<input checked="" type="checkbox"/> Field work in departments 3 and 4: Carry out interviews with local authorities, local CSOs, community leaders, beneficiaries
5-6	Carry out any needed final meetings in Bogota.

	provide USAID/Colombia D&G team with exit briefing
7	<input checked="" type="checkbox"/> Draft document <input checked="" type="checkbox"/> Submit draft document <input checked="" type="checkbox"/> Share document with USAID/Colombia mission
7-8	<input checked="" type="checkbox"/> Receive feedback from Mission <input checked="" type="checkbox"/> Incorporate feedback in document <input checked="" type="checkbox"/> Present findings, conclusions, and recommendations to Mission Democracy and Governance Team.
8	<input checked="" type="checkbox"/> Submit final document

F.5 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Outcomes and Benchmarks, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

Services of the contractor(s) will be required for a period of 8 weeks. Selected illustrative indicators used to measure performance will be developed and proposed by the contractors and may include the following, in addition to those previously listed in the scope of work:

These will continue to be developed as implementation is underway.

F.6 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

Deliverables

All deliverables are assumed to be internal to USAID and the Evaluation Team unless otherwise instructed by USAID.

1. **Evaluation Work plan.** The Evaluation Team shall submit an evaluation work plan to the USAID/Colombia DG Office within ten working days of award.
2. **Entrance Briefing.** The Evaluation Team shall provide an entrance briefing to the USAID/Colombia Front Office, DG Office, and other interested Mission staff at the beginning of the assessment trip to present to the Mission the Evaluation Team's objectives and methodology for the evaluation period.
3. **Exit Briefing.** The Evaluation Team shall provide an oral exit briefing of its findings and recommendations to the USAID/Colombia Front Office, DG Office, and other interested Mission staff at the conclusion of the evaluation trip.
4. **Draft Evaluation Report.** The Evaluation Team shall present three hard copies, along with an electronic MS Word version, of the draft written report (in English) of its findings and recommendations to Paula Cobo, CTO of the Human Rights Program.
5. **Evaluation Briefing.** After submitting the draft evaluation report, The Evaluation Team shall conduct a briefing for the USAID/Colombia Democracy Team to present and discuss the results of the evaluation.
6. **Final Evaluation Report.** Five hardcopies of the final report (in English), along with an electronic PDF and Microsoft Word version, shall be submitted to Paula Cobo within five working days following the receipt of comments from USAID. The final report should include an executive

summary of not more than five pages, a main report with conclusions and recommendations not to exceed 30 pages, a copy of this Scope of Work, a list of persons and organizations contacted, and references to or copies of empirical evidence supporting the conclusions.

F.7 KEY PERSONNEL

A. The key personnel whom the Contractor shall furnish for the performance of this contract are as follows:

Position Title

Team Leader
Senior Advisor

(Refer to ADS 302.5.7)

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

F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (JAN 2004)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures			
[Document Number: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also

include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Acquisition and Assistance
USAID/Colombia
Unit 5101
APO AA 34038

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer and his/her alternate will be designated by the Contracting Officer through a CTO Designation Letter.

Democracy Office
USAID/Colombia
Unit 5101
APO AA 34038

Telephone: (571) 315-0811

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is:

Controller's Office
American Embassy/USAID
Unit 5101
APO AA 34038

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 2007
Operating Unit: USAID/Colombia
Strategic Objective: Democracy & Governance
Team/Division: Democracy & Governance
Benefiting Geo Area: 514
Object Class: -
Amount Obligated: \$
MAARD No.: 514-9002-T-60021-1E

G.7 PROGRAM MANAGEMENT

a. Relationship and Responsibility

The Evaluation Team shall work under the guidance and general direction of the USAID/Colombia Office of Democracy and Governance.

b. Technical Qualifications and Experience Requirements for the Assessment Team

The Team will be comprised of an Expatriate Team Leader, Senior Advisor, two Junior Consultants, and optional Logistical/Administrative support. The Team Leader and Senior Advisor must be fluent in Spanish and English (at the S/4, R/4 level). In addition, individual team members should possess the technical qualifications identified for their position below. At least one member of the team should be familiar with evaluation planning and methodologies.

Expatriate Team Leader – The Team Leader shall be responsible for coordinating evaluation activities and ensuring the production and completion of the evaluation report, in conformance with this Scope of Work. He or she should be an expatriate and must have experience managing and leading evaluations of complex democracy and governance and/or human rights programs. He/she must possess excellent writing and interpersonal skills and must be familiar with USAID programs, objectives, and reporting requirements. At least 10 years of experience managing and/or implementing human rights programs in Colombia and/or other countries confronting issues similar to those facing Colombia will be highly advantageous. Fluency in Spanish and English (S/4 and R/4) is required along with an advanced degree in human rights or a related field such as Political Science, Law, International Relations or Public Administration. The Team Leader is considered key personnel.

Senior Advisor – The Senior Advisor must possess a Master's Degree in a human rights-related field such as Human Rights Law, Political Science, International Relations, Public Administration, or related area and have

at least 7 years of experience working on issues related to human rights in Colombia. The Senior Advisor must be fluent in Spanish and English (at the S/4, R/4 level) and should be familiar with the operation of USAID and/or other international donor programs.

Junior Consultants (2) – The contractor should propose two Junior Consultants with at least 3 years of experience working on issues related to human rights in Colombia. Candidates for the Junior Consultant positions must hold a Bachelor's degree in a Human Rights-related field, such as Political Science, Sociology, International Relations, International Development, Public Administration, Law, or a related field.

Logistical/Administrative Support Staff – The contractor may add an additional team member for logistical/administrative support, but this is not a requirement.

In addition, USAID/Colombia may propose additional staff from USAID/Washington or USAID/Colombia to participate on the Assessment Team, for part or all of the assessment activities.

c. Supervisory Relationships

A Program Manager will be designated Cognizant Technical Officer (CTO) and, as such, will be responsible for USAID/Colombia day-to-day management of this Results Package. Specific responsibilities will include monitoring of contractor progress and financial requirements/activity. The contractor shall work under the general guidance of the CTO. The CTO reports to the SO1 Team Leader. All contract queries and authorizations will be managed through the USAID Colombia Contract Office.

The contractor shall serve as the technical liaison of USAID, working in close collaboration with the Democracy and Governance Team, Colombian State organizations, as well as other Colombian partner organizations such as foundations, NGOs/CSOs, coalitions, associations and donor agencies working in the human rights sector reform and modernization areas.

The USAID/Colombia Democratic Governance office Strategic Objective team will monitor activities and progress toward achievement of strategic objective and intermediate level results. An expanded SO Team with GOC representatives, partner institutions (public and private), and other "stakeholders" will participate with USAID in defining results, assessing performance, and recommending adjustments in strategy.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATING AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION	MAR 2008
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 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 shall 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 shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (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, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 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.

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

- (a) Contract Reports and Information/Intellectual Products.
 - (1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to 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 DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.
- (b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

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

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable

Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 INSURANCE AND SERVICES

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

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

(b) Contractors are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm>; provides possible sources from which Medevac coverage may be obtained.

Medevac services costs are allowable as a direct cost.

752.228-70 Medical Evacuation (MEDEVAC) Services (April 2006)
(Pursuant to class deviation OAA-DEV-2006-1c)

(1) Contractor 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.

(2) 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.

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

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is Code 000 (United States). The Cooperating Country, Colombia, is an eligible source in accordance with the policies in ADS Chapter 311, and 22CFR Part 228. Any change to geographic code must be authorized by the Contracting Officer.

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

H.8 LOGISTIC SUPPORT

The Evaluation Team shall be responsible for arranging air travel and local ground transportation and accommodation; and providing computers, printers, and other administrative services. Implementing partners and USAID/Colombia will provide assistance in arranging meetings with contractor staff, GOC and State representatives, program beneficiaries, and other key stakeholders. The Mission will make available all relevant documents. The Evaluation Team is responsible for its own transportation.

H.9 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall be fluent in English and Spanish to perform technical services in accordance with requirements specified in Section L.7 of this solicitation.

H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract. A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) within the Department of Treasury, <http://treasury.gov/ofac>.

H.11 REPORTING OF FOREIGN TAXES

(a) Final Reports. The Contractor must annually submit two reports: (i) A final report by April 16 of the next year.

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

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: Program Office USAID/Colombia Unit 5101 AP 34038

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>

H.12 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements 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 Award 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 recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award 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 cosponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award.

In addition, the recipient shall submit one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following:

(A) Via E-mail: docsubmit@dec.cdie.org;

(B) Via U.S. Postal Service: Development Experience

Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring,
MD 20910, USA;

(C) Via Fax: (301) 5887787; or

(D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the CONTRACT No. 514-C-00-06-00300-00 SECTION H paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost, as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(g) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

POINTS OF CONTACT: Please reference web site http://www.dec.org/submit_doc.cfm or contact one of the following concerning the document submission requirements: Development Experience Clearinghouse E-mail: docsubmit@dec.cdie.org, Phone: (301) 562-0641

Ms. Susan Wallace, USAID/PPC/DEI/DIS E-mail: suwallace@usaid.gov, Phone: (202) 712-5822

H.13 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>>.

(b) USAID therefore requires that the contractor 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 Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

Replace with H.5 (b)

(b) Contractor's are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm>, provides possible sources from which MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.14 ELECTRONIC SUBMISSION OF DOCUMENTS

The contractor may submit any and all documents that required under this contract, to be provided to USAID or its' representatives, electronically via the appropriate software (diskette or CD), or as an electronic mail attachment, and the submission should consist of only one electronic file that comprises the complete and final equivalent of the paper copy, otherwise a hard copy should be provided. Acceptable software formats for electronic documents include, Microsoft Word, Word Perfect, Microsoft Excel, and Portable Document Format (PDF). USAID will accept an electronic signature from the contractor's duly appointed or specifically identified engagement authority for a given contract action.

H.15 PERSONNEL COMPENSATION COSTS

Limitations: Compensation of personnel charged as direct cost under this contract is subject to the following additional specified understandings which set the limits on items which otherwise may be reasonable, allocable, and allowable.

(1) Approvals of Salaries and Wages: Salaries and wages may not be approved without the express written approval of the Contracting Officer;

(2) Merit or Promotion Increases: Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice; and,

(3) Third Country Nationals (TCN) and Cooperating Country Nationals (CCN) Salaries, wages, or benefits (e.g., allowances, differentials, etc.): For salaries, wages, or benefits paid to TCNs or CCNs, contained in the contractor's established policy and practices manual should be language to the effect that,

“Once an initial salary rate is established in dollars (for the convenience of the contractor's internal records and/or reporting) the initial salary rate, converted from dollars into the local currency, will remain constant for the duration of the period of time the given salary rate is effective. Further, once established or negotiated, an employee should always receive the constant equivalent amount of

their locally denominated currency (notwithstanding changes in the exchange rate). Nor may TCNs or CCNs, without specific written approval of the Contracting Officer, be paid in other than their local currency.

H.16 SECURITY CONDITIONS

Contractor must be aware of security conditions in Colombia, and by entering into the contract, assumes full responsibility for the safety of its employees. Prior to commencing work in Colombia, the Contractor shall ensure that it has adequate procedures in place to advise its employees of situations or changed conditions that could adversely affect their security.

It is the responsibility of the contractor to ensure that all US citizens financed under this contract are registered with the Embassy within 5 days upon arrival in Colombia. In order to keep abreast of security conditions in Colombia, but particularly before any employee travels outside of Bogota, the Contractor shall seek information from all available sources, including the USAID/Colombia executive office, for all areas in which its employees work or travel. Contractor acknowledges that security conditions are subject to change at any moment, that USAID cannot guarantee the accuracy of any information that it may provide to the Contractor and that USAID assumes no responsibility for the reliability of such information. The Contractor has sole responsibility for approving all travel plans for its employees. The Contractor is also responsible for immediately notifying USAID/Colombia and the US Embassy American Citizen Services section in the event a US citizen employee does not return from travel as expected. In the event that USAID requests the Contractor to do so, the Contractor's chief of party shall assume responsibility for contacting all of its employees. The Contractor shall provide to the USAID/Colombia executive office the name, current address, and current home and/or cellular telephone number of the chief of party and of an alternate designated employee. The Contractor is responsible for ensuring that the information on file in the USAID/Colombia executive office is up-to-date so that in an emergency, the chief of party or alternate representative can be reached immediately and he/she can rapidly contact all other affected employees.

H.17 SECURITY PROTOCOL

The Contractor shall develop a security plan to safeguard all project operations and to comply with all United States Government regulations. The plan is to be implemented and maintained by all subcontractors (and/or sub-grantees) as well.

The security plan will be approved by the CTO in consultation with the USAID Mission's Security Officer. The plan shall include:

- Procedures for reporting and addressing security threats.
- Procedures for reporting any deaths related to the project.
- Procedures for reporting and addressing any persons missing or kidnapping incidents.
- Name and contact information of security contact person for the head office and regional office(s).
- An internal "cascade" list for communicating with staff which should be updated/ maintained by the contractor/grantee. The prime contractor/grantee shall provide the name, address and telephone numbers of the COP and their designee to USAID as principle contacts in case of security situations/emergencies. Contractor/grantees would be responsible for passing information to their staff.

H.18 SECURITY REPORTING

As part of the overall security requirements, the Contractor and its subcontractors shall report any security threats verbally immediately to the CTO or SO Team Leader and subsequently in writing, in accordance with approved procedures. The contractor shall develop a list of specific steps to track any potential/identified threats, which would be part of an overall security system.

H.19 LIFE SUPPORT AND SECURITY SERVICES

The Contractor is responsible for maintaining the security of its personnel, materials and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

H.20 OUTREACH AND COMMUNICATIONS SUPPORT

USAID/Colombia promotes the public affairs efforts of U.S. assistance programs in Colombia to raise public awareness, understanding, and support for USAID/Colombia-funded goals and activities. To complement this effort, the contractor will be expected to enhance USAID outreach and communications efforts along two dimensions.

The first dimension is outreach to domestic audiences. This effort will focus on attracting positive publicity and promoting public acceptance and support for USAID alternative development and related activities. These outreach efforts will emphasize that U.S. foreign assistance programs are implemented with U.S. Government (USG) resources to support the joint objectives of the Colombian and U.S. governments.

The second dimension is to enhance the outreach capacity of local counterpart organizations collaborating in the project. Through training and other capacity-building assistance, these organizations can increase public and private commitment, community support to ensure program success, and enhance the sustainability of programs.

The contractor will prepare and share with USAID/Colombia success stories, fact sheets, press releases, or other outreach or press materials describing program impact, especially at the community and individual beneficiary levels. The contractor will also be expected to help organize and coordinate public diplomacy events, VIP visits, and similar activities, as requested by USAID from time to time. As part of its annual work plan, the contractor will be asked to submit for USAID review and approval an outreach and communications strategy that will be implemented during that year.

H.21 PROHIBITION OF ASSISTANCE TO A LAW ENFORCEMENT FORCES IN COLOMBIA

United States law currently prohibits assistance to a country's law enforcement forces in the absence of a statutory exception or other authority. U.S. law also prohibits assistance to a unit of the security forces of a country, if the U.S. Government has credible evidence that the unit has committed gross violations of human rights (**the Leahy Amendment**). Any assistance shall only be provided upon USAID's exercise of an available exception/authority, and subject to contractor cooperation in the vetting procedures used for compliance with the Leahy Amendment. Please be advised that USAID will not identify, in advance, units of security forces for which there is evidence of "gross violations of human rights." For purpose of clarification, "security forces" are understood to be units of law enforcement or the military. Prison guards, customs police, border police, tax police, and the coast guard are examples of the types of units included in the category of "security forces." Examples of persons who are not considered "security forces" include government bureaucrats, prosecutors, judges and forensic lab workers. A "unit" of a security force is the lowest organizational element capable of exercising command and discipline over its members.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)	JAN 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2002
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003

52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
AIDAR 48 CFR Chapter 7		
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997

@	752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
	752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
	752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
	752.7001	BIOGRAPHICAL DATA	JUL 1997
	752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
	752.7006	NOTICES	APR 1984
	752.7007	PERSONNEL COMPENSATION	JUL 1996
	752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
	752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
	752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
	752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
	752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
	752.7015	USE OF POUCH FACILITIES	JUL 1997
	752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
	752.7019	PARTICIPANT TRAINING	JAN 1999
	752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
	752.7025	APPROVALS	APR 1984
	752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
	752.7029	POST PRIVILEGES	JUL 1993
	752.7031	LEAVE AND HOLIDAYS	OCT 1989
	752.7033	PHYSICAL FITNESS	JUL 1997
	752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
	752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.3 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.4 52.232-25 PROMPT PAYMENT (OCT 2003)

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

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office

will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.5 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/>

752.242-70 Periodic Progress Reports (July 1998)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

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

I.6 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer 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 advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer'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 Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.7 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions are attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ANNEXES – TITLE (TO BE DETERMINED)

Annex A – Statement of Work between MSD and USAID

Annex B – MSD annual work plan for years 1 and 2 of the program

Annex C – Nationalization/Colombianization Matrix

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-3	TAXPAYER IDENTIFICATION	OCT 1998

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$6.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies. (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
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K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street | Name and address of owner and
(street address, city, state, | operator of the plant or facility
county, code) | if other than offeror or respondent

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.7 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____
 Offer/Proposal No. _____
 Date of Offer _____
 Name of Offeror _____
 Typed Name and Title _____
 Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an

offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(iv) A summary of the rationale for award.

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

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

52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2005
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Completion Type Cost Plus Fixed Fee contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Adam Cox

Hand-Carried Address:

Office of Acquisition and Assistance
 USAID/Colombia
 Carrera 45 No. 24 B- 27
 Bogotá, D.C.
 Colombia

Mailing Address:

Office of Acquisition and Assistance
 USAID/Colombia
 Unit 5101
 APO AA 34038
 Fax: 571/423-6861

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) RFP Instructions: If an offeror does not follow the instructions set forth herein, the offerors' proposal may be eliminated from further consideration, or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an offeror does not understand the instructions in this Solicitation, then it should write to the contracting officer for clarification sufficiently in advance of the deadline for receipt of proposals in order to obtain an answer in time to meet the deadline.

(b) Accurate and Complete Information: Offerors must set forth full, accurate, and complete information as required in this RFP. The penalty for making false statements to the Government is prescribed in 18 USC 1001.

(c) Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and, (3) site visits to the prime contractor's facility.

(d) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

(1) Completion of Standard Form (SF) 33;

(2) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;

(3) Completion of the "Representations, Certifications, and Other Statement of Offerors" in Section K; and,

(4) Submission of information required by Section L, or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signatures/ certifications, as required.

(e) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

(f) Electronic responses are required for this solicitation.

(1) The Offeror must submit the proposal via internet email with up to 5 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. There has been a problem with the receipt of *.zip files due to anti-virus software. Therefore, Offerors are discouraged from sending files in this format as we can not guarantee their acceptance by the internet server.

The subject of email should read as follows: **RFP No.: 514-08-004 Title: Human Rights Program Evaluation**

Please submit your proposals to the e-mail addresses below by **May 8, 2008 not later than 4:00 p.m. local time in Colombia.** Receipt by any one addressee below in accordance with the deadline, will constitute timely receipt for this RFP. You will receive a confirmation from us via email. Note that electronic signatures are acceptable by USAID.

The addresses for receipt of proposals are acox@usaid.gov and nfarfan@usaid.gov.

Offerors are reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.

(2) Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.

(3) Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(g) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the Offeror in preparation of a proposal in response hereto.

(h) Questions

Questions regarding this RFP may be submitted via internet e-mail to acox@usaid.gov and nfarfan@usaid.gov until May 8, 2006, 4:00pm Washington, DC local time. Both questions and answers to questions will be posted at www.FedBizOpps.gov. We will not identify the firm asking the questions.

(i) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered. Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be

undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The Technical Proposal shall be limited to ten (10) pages.

We will provide to the Technical Evaluation Committee only the first Ten (10) pages of the Proposal as submitted. These will simply be counted as starting with the first page until we reach 10. We do not specify paper or font type and size, but Offerors should remember that the evaluation committee has to be able to read the proposal. Please be careful especially in reducing tables or charts to the point that they are not readable. Graphics may be in a form and format of the Offeror's choice. Items such as cover letters, table of contents, dividers, blank pages, graphs, charts, and attachments (e.g. tables summarizing qualifications of proposed personnel WILL BE included in the 10-page limitation. Each page should be sequentially numbered.

The technical proposal may also be submitted in a PDF format, to ensure that pagination and formatting are preserved; however, we will also require that it be sent as a word processing document as well. In the event that a PDF and a word-processing document are sent, please indicate which one you would prefer to have us use as the definitive one, in case there are any conflicts or differences between the two. That will greatly allow us to expedite our analysis; we strongly encourage, but do not require, that offers be submitted in both formats.

Should Offerors make maximum use of the 10 pages available for the Technical Proposal to describe their technical approach, key personnel/consultants and RELEVANT past performance and the other items identified in Section L.

Offerors should take note that if either the Technical Proposal, the CVs and Past Performance Information Annexes exceed the 10- page limitations specified herein, only page 1 through the maximum allowable pages will be given to the TEC. This page count will include dividers, cover sheets, table of contents, indexes, etc.

(c) Format of the Proposal

The technical proposal should, at a minimum, be formatted by the technical evaluation criteria headings and include the required information listed below. This will allow the evaluation committee to easily link your responses with the evaluative criteria. The following is the technical proposal submission requirements listed by evaluation criteria below:

1. Personnel Capability and Experience (50%):

- a) A brief resume or CV and references are required for the expatriate team leader, senior advisor and junior consultants proposed for this evaluation. USAID reserves the right to verify references provided by the offeror.
- b) Expatriate Team Leader: The proposed Expatriate Team Leader will be evaluated based on his or her knowledge of human rights issues in Colombia or other similar countries; experience leading teams and conducting evaluations of complex multi-year democracy and governance and/or human rights programs; experience managing and implementing USAID or other donor-funded democracy and governance or human rights programs.
- c) Senior Advisor: The Senior Advisor will be evaluated based on his or her knowledge of the human rights situation in Colombia and past experience working on human rights issues in Colombia.
- d) Junior Consultants: The Junior Consultants will be evaluated based on their experience, expertise, and knowledge of Colombian human rights issues and past experiences conducting evaluations or assessments

2. Technical Approach (20%): Offerors shall describe their overall methodology and approach to this Scope of Work, including how they propose to carry out each phase of the evaluation. This description should identify all staff requirements and discuss/justify the contractor's proposed research design.

3. Past Performance (30%): Offerors shall provide a listing of references who can attest to the satisfactory performance of the Contractor in similar work. Offerors should submit a brief description of relevant past performance. These must address topics such as quality of the work, timeliness, business relationships, customer satisfaction. When evaluating past performance, the Offeror is not required to submit specific Contractor Performance Reports, we will obtain these directly from our database.

In evaluating past performance, USAID will contact any or all of the references provided by the offeror and other sources of information, including but not limited to: other USAID missions and government agencies, better business bureaus, published media, and electronic databases. USAID will not evaluate an offeror's organizational past performance on the basis of personal past performance of the offeror's key personnel.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

1. The total estimated cost of this contract, is in the range of \$110,000 to \$130,000 for implementation of this activity.

Additionally the Cost Proposal should include:

- a) A line-item narrative is requested for each of the budget line items included in the sample provided.
- b) If the offeror is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership,
- c) Signed representations and certifications, as set forth in Section K of this solicitation for the prime and subcontractors
- d) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the Offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission and NICRA
- e) Personnel policies
- f) Travel policies
- g) Procurement policies
- h) Letters of commitment from key personnel, who are not currently employees of the firm.
- i) Biographical data sheets (AID 1420-17)

- j) List of proposed nonexpendable property and
- k) A completed and signed SF 33 and acknowledgment of any amendments to the RFP.
- l) Supporting information shall be provided in sufficient detail to allow a complete analysis of each of the costs proposed. This is to include a complete breakdown of the cost elements associated with any subcontract.
- (m) If the Contractor is a joint venture or partnership, the technical proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts of omissions of the other.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation. All sub criteria are equal.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

Proposals to conduct this assessment should be ten single-spaced pages or less (not including resumes) and should include proposed staff, along with their resumes and statements of availability.

Evaluation criteria are as follows:

Personnel (50 %):

- **Expatriate Team Leader (25 %):** The proposed Expatriate Team Leader will be evaluated based on his or her: knowledge of human rights issues in Colombia or other similar countries; experience leading teams and conducting evaluations of complex multi-year democracy and governance and/or human rights programs; experience managing and implementing USAID or other donor-funded democracy and governance or human rights programs.
- **Senior Advisor (15%):** The Senior Advisor will be evaluated based on his or her knowledge of the human rights situation in Colombia and past experience working on human rights issues in Colombia.
- **Additional Staff (10%):** All remaining proposed staff will be evaluated based on their experience, expertise, and knowledge of Colombian human rights issues and past experiences conducting evaluations or assessments.

Technical/Approach (20%): Quality of contractor's overall assessment design/approach. Prospective contractors shall describe their overall methodology and approach to this Scope of Work, including how they propose to carry out each phase of the evaluation. This description should identify all staff requirements and discuss/justify the contractor's proposed research design.

Past Performance (30%): Prior experience and track record of the Contractor in designing, managing, and conducting similarly complex evaluations of USAID programs.

Cost Evaluation: Cost proposals shall be evaluated as a part of a Best Value determination for contract award. Cost analysis shall be performed to evaluate the reasonableness, allowability and allocability of all budget line items. Cost Realism analysis shall be performed to determine the extent to which the various elements of the offeror's proposal reflect a clear understanding of requirement; are consistent with the various elements of the offeror's technical proposal and are realistic for the work to be performed.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

**ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Cambodia, Laos, Iran, North Korea, and Syria.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
------------------------------------------	------

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A