


REQUEST FOR PROPOSALS (RFP)

Early Grade Reading Assessment Baseline Data Collection & Analysis

To: Offerors
From: Creative Associates International, Inc.
Subject: Request for Proposal (RFP) No. RFP-ACR-129
Performance Period: Six Months from receiving award
RFP Issue Date: 03 APR 2017
RFP Closing Date: 30 APR 2017
RFP Closing Time: 4:00 PM – Local Time, Washington, DC (UTC -4)

Reference: USAID Contract No. AID-OAA-I-14-00072, Task Order No. AID-306-TO-16-00003

Enclosed is a Request for Proposals (RFP). Creative invites qualified firms and organizations to submit a best-price proposal for the Afghan Children Read project, funded under USAID Contract No. AID-OAA-I-14-00072, Task Order No. AID-306-TO-16-00003. The issuance of a subcontract is subject to availability of funds, successful negotiation of the subcontract budget and terms, and receiving USAID's Contracting Officer consent, if required. The Contract resulting from this award will be a single **firm fixed price purchase order**.

The requirements for this activity are described in the "Statement of Work" in Attachment I. Creative encourages your organization to indicate its interest in this procurement by submitting a proposal according to the instructions in Attachment II "Instructions to Offerors". Proposals will be evaluated based on the "Evaluation Criteria" in Attachment III. Creative will make an award to the responsible Offeror submitting an offer which provides best value to the project: technical merit and price will be both considered.

To be considered, Offerors should submit a complete proposal no later than the closing date and time indicated above. Offerors should ensure that the proposals are well-written in English, easy to read, follow the instructions provided and contain only requested information.

Any questions should be submitted **in writing** and emailed to ProcurementHQ@CreativeDC.com no later than **four days after** the issue date of this RFP (07 APR 2017). **No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder.** The solicitation number (listed above) should be stated in the subject line. Answers will be compiled and distributed within three days from the closing date of questions.

Proposals must be comprised of **one electronic copy** of the Technical Proposal and **one electronic copy** of the Cost/Business proposal, sent in separate e-mails, and labeled with the above-stated subject, subproject number and title. Submissions shall be delivered to:

Creative Procurement Department
ProcurementHQ@CreativeDC.com

Sincerely,
Creative Procurement Department

Attachments:

Attachment I : Statement of Work	Attachment IV: Proposal Cover Letter
Attachment II : Instructions to Offerors	Attachment V: Prime Contract Flow-Down Clauses
Attachment III : Evaluation Criteria	

ATTACHMENT I: STATEMENT OF WORK
For Early Grade Reading Assessment Baseline Data Collection & Analysis

Creative has been selected by USAID to implement the Afghan Children Read (ACR) project, a primary education initiative designed to improve equitable access to education and generate measurable reading outcomes for girls and boys in Afghanistan. The ACR project will support education service delivery, through building the capacity of the Government of the Islamic Republic of Afghanistan's (GIROA) Ministry of Education (MoE) to provide an evidence-based early grade reading (EGR) program in Dari and Pashto for grade 1 to 3 aged students in both formal schools and Community Based Education (CBE) centers. Strengthened skills, systems, models and materials will also enable future development of additional local mother-tongue languages into the national reading program.

This activity will build upon the foundation laid through the Resources, Skills and Capacities in Early Grade Reading (EGR) Survey Project, funded by USAID. The EGR Survey project is conducting preliminary assessments, research and survey of the current climate for a national reading program, to conclude with results that are to shape the focus of the ACR project. ACR will also complement and leverage other key United States Government (USG) and other donor education-related investments in Afghanistan, including the CBE activity implemented by UNICEF, in-service and pre-service teacher training funded by GIZ, the coming EQUIP III program to be funded through the Afghanistan Reconstruction Trust Fund (ARTF) and other donor resources.

In order to establish the baseline for the project's Performance Monitoring and Evaluation Plan (PMEP) goal level indicator of "Percent of learners who demonstrate reading fluency and comprehension of grade level text at the end of grade 2 with USG support", Creative seeks the services of a qualified service provider to support this effort. Creative developed the two sets of EGRA tools (in Pashto and Dari) for Herat and Nangarhar baseline assessments, and trained the Dari enumerators, and will oversee the data collection in Herat for quality assurance. Creative is seeking a qualified service provider to assist in data collection for quality assurance in Nangarhar, provide data analysis and finally prepare the baseline report for both Nangarhar and Herat. The EGRA tools will comprise of:

- EGRA Test
- Student Questionnaire
- Teacher Observation Questionnaire
- School Management Effectiveness & Safety (SMES) Questionnaire

Data collection for Herat will be the responsibility of ACR who will engage and train the MoE's enumerators. Data will be collected using Tangerine on Tablets for which the tools will be digitized by the ACR partners. For Herat, ACR project will collect and provide the clean data to the service provider for analysis and report. Whereas, in Nangarhar, the service provider will be responsible to collect the data deploying the MoE enumerators.

The data collection will start in the second week of October 2017 in Nangarhar province. The service provider will work with Creative to collect data. Prior to data collection, the service provider will program the EGRA tools into tablets using Tangerine application. The service provider will also coordinate closely with the Academic Supervision Department (ASD) of the MoE and Provincial Education Directorate and District officials prior to data collection to share plan and make necessary arrangements for data collection.

The service provider will coordinate with the ACR to organize the training for enumerators in Nangarhar and make all logistic arrangements. Technical experts for the training of enumerators will be provided by ACR. The enumerators will comprise of provincial and district level MoE officials.

The service provider will adapt a robust approach toward quality assurance of the data and will assist in the data collection process. Quality assurance strategy will be shared with the ACR well in advance.

The selected service provider will be responsible for:

- Review and adjust (if required) the sampling framework, designed by the project, for statistical significance in consultation with the Afghan Children Read.
- Provide a detailed plan for the assignment including but not limited to, training plan for the MoE enumerators, coordination with ACR for arrangement of training, quality assurance measures, inter-

rater reliability process and key considerations and risks that may affect the data collection in terms of timelines or quality.

- Develop guide for enumerators in Pashto for the EGRA tool.
- Work with Creative to ensure collection of data by deploying MoE enumerators for data collection in Nangarhar.
- Monitor closely the collection of Pashto data and suggest remedial actions if any concern about data quality arises.
- Conduct inter-rater reliability test for Nangarhar data collection.
- Ensure the data quality during collection, analysis and reporting stages.
- Present the final results to the stakeholders in the dissemination workshop for each cohort the central MoE in Kabul.
- Analyze the data for Herat and Nangarhar and report on findings disaggregated by sex, language, type of schooling (public or CBE), rural & urban and province.
- Provide support for Lot Quality Assessment.
- Ensure compliance to USAID's data confidentiality regulations and data quality standards at all levels.

Under this activity, Creative will be responsible for the following:

- Coordination and linkages with the MoE and tool development.
- If selected service provider is an individual consultant, Creative will assist in the data collection process; if selected service provider is a registered entity, responsibility for data collection will lie with this firm.
- Develop two sets of EGRA instruments (Dari and Pashto) Develop guide for enumerators in Pashto and Dari for each set of instruments
- Develop quality assurance guide for the data collection process
- Data collection by administering the EGRA instruments in Herat.
- Provision of clean data for analysis.
- Make logistic arrangements for EGRA results dissemination workshop for each cohort
- Program all EGRA test and other questionnaire on tablets.
- Identify enumerators for data collection.
- Provision of experts for enumerators' trainings.
- Provide the initial sampling framework.
- Make available tablets with all tools for data collection.
- Review and approve all deliverables provided by the service provider.

Deliverable under this award will include:

- An inception report within 10 days of award including detailed action plan.
- Training Reports for MoE teams and enumerators.
- Preliminary findings after initial data analysis.
- Final EGRA and SMES report.
- All primary/raw data in soft and hard (in case of on-paper data collection).
- Dissemination workshop reports

Milestone #	Milestone Description & Required Documentation	Payment Amount	Anticipated Completion Date
1	An inception report within 10 days of award including detailed data collection plan for Nangarhar.	10%	May 25, 2017
2	Training Reports for MoE teams and enumerators	10%	June 30, 2017
3	Preliminary findings after initial data analysis and quality assurance report for Nangarhar and Herat baseline	20%	November 30, 2017
4	Final EGRA and SMES report along with all primary/raw data in soft and hard (in case of on-paper data collection) for Nangarhar and Herat	35%	December 31, 2017
5	EGRA Dissemination Workshop	15%	January 10, 2018
6	Contract completion report	10%	January 20, 2018

Period of Performance:

Creative anticipates a period of performance, commencing in June of 2017, of six months for this work with the possibility for extension.

Attachment II
INSTRUCTIONS TO OFFERORS

A. General Instructions

These Instructions to Offerors will not form part of the offer or of the Contract. They are intended solely to aid Offerors in the preparation of their proposals. **Read and follow these instructions carefully.**

1. The proposal and all corresponding documents related to the proposal must be written in the English language, unless otherwise explicitly allowed. Additionally all proposals should be single-spaced with clear section headings, and be presented in the order specified in Attachment III – Evaluation Criteria.
2. Proposals must include only the Offeror's own work. No text should be copied from sources outside of your organization, unless those sources are adequately cited and credited. **If Creative determines that any part of the proposal is plagiarized from outside sources, the Offeror will be automatically disqualified.**
3. Proposals and all cost and price figures must be presented in **Afghanis**. All prices should be gross of tax, but net of any customs duties. A firm fixed price purchase order will be issued to the successful offeror in local currency as per requirement of local Law.
4. The Offeror must state in their Proposal the validity period of their offer. The minimum offer acceptance period for this RFP is **90 days** after closing date of the RFP. If an Offeror has provided a validity period of less than 90 days, they will be asked to revise this. If the Offeror does not extend the validity period, their proposal will be rejected. Creative reserves the right not to make an award.
5. The Technical Proposal and Cost/Business Proposal **must** be kept separate from each other. Technical Proposals must not make reference to cost or pricing information **at any point**. This will enable in order the technical evaluation to be made strictly on the basis of technical merit.
6. Offerors must be able to implement this scope of work in Afghanistan. Offerors must also be fully registered and licensed as a company, as evidenced by submission of a copy of a valid Business License, Articles of Incorporation, non-profit license, or municipal license. The copy of the license must clearly show a license number, official government endorsement and a date of issue and date of expiry.
7. No costs incurred by the Offerors in preparing and submitting the proposal are reimbursable by Creative. All such costs will be at the Offeror's expense.
8. **Responsibility Determination:** Award shall only be made to "responsive" subcontractors. To enable Creative to make this determination, the Offeror must provide a cover letter, as provided in Attachment IV.
9. **Late Offers:** Offerors are wholly responsible for ensuring that their Offers are received in accordance with the instructions stated herein. A late Offer will be recommended for rejection, even if it was late as a result of circumstances beyond the Offeror's control. Late offers will only be considered at the procurement department's discretion.
10. **Modification/Withdrawal of Offers:** Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, and provided that the request is made before the RFP closing date.
11. **Disposition of Proposals:** Proposals submitted in response to this RFP will not be returned. Reasonable effort will be made to ensure confidentiality of proposals received from all Offerors. This RFP does not seek information of a highly proprietary nature, but if such information is included in the Offeror's proposal, the Offeror must alert Creative and must annotate the material by marking it "Confidential and Proprietary" so that these sections can be treated appropriately.
12. **Clarifications and Amendments to the RFP:** Any questions regarding this solicitation must be **emailed** to ProcurementHQ@CreativeDC.com. No questions/clarifications will be entertained if they are received by another means. The solicitation number should be stated in the subject. Responses will be compiled and emailed to the requesting potential Offeror, and will be sent to all organizations that requested this RFP, or re-posted publicly if offered as a full and open competition.
13. Creative anticipates that discussions with Offerors will be conducted; however, Creative reserves the right to make an award without discussions. It is strongly recommended that Offerors present their best offer.
14. **Eligibility of Firms – Source/Origin/Nationality:** The authorized geographic code for the source and origin of the goods and services and for the nationality of our suppliers under this contract is 935. A full

discussion of the source/origin/nationality requirements maybe found at 22 CFR 228 (see http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr228_02.html). Offerors whose proposals fail to meet the nationality requirements will be considered non-responsive.

Failure to agree and comply with any of the above specifications will result in the Offeror being considered unresponsive and the proposal may be rejected.

B. Submission of Proposal:

Proposals must be submitted in **two separate e-mails:**

1. E-mail 1 – Technical Proposal
2. E-mail 2 – Cost/Business proposal

Each e-mail should be clearly labeled with the RFP number and project title.

Proposals must be delivered no later than the specified date/time to the address below.

Creative Procurement Department
ProcurementHQ@CreativeDC.com

Offerors who do not submit their technical and cost proposals separately will be automatically disqualified.

C. Content of Proposal:

The proposal shall be comprised of four sections:

- i. The Cover Letter (Attachment IV)
 - ii. Copy of the Offeror's Valid Business license
 - iii. The Technical Proposal
 - iv. The Cost/Business Proposal
- 1) The Cover Letter: should be on the Offeror's letterhead and MUST contain the information requested in Attachment IV.
 - 2) Business License
 - 3) Technical Proposal:
 - a. Should **clearly & precisely** address theoretical and practical aspects that the Offeror has considered and will employ to carry out the statement of work.
 - b. The Technical Proposal is the opportunity for the Offeror to demonstrate that the firm is "technically capable" of implementing the activity, and should demonstrate the Offeror's understanding of and capabilities to carry out the work, and address the key issues described in the Evaluation Criteria in Attachment III.
 - c. The Technical Proposal should be divided into clearly separate sections **following the same order** of the Evaluation Criteria in Attachment III. A mis-ordered proposal that makes information hard to find will result in lower scores.
 - d. **If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.**
 - 4) The Cost/Business Proposal: must be submitted separately from the technical proposal and will primarily indicate the cost for performing the work specified in this RFP. At a minimum, the Cost/Business proposal should include the following information:
 - a. A detailed budget that provides a break-down of costs by line item. Note that any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs. **Use the budget template presented in the Evaluation Criteria, in Attachment III.**
 - b. Bidders shall not use any "loaded rates" for labor. Budgets should include base labor rates only. Forms with loaded rates (i.e. inclusive of staff bonuses or any other type of financial benefit) will be rejected.
 - c. Detailed and comprehensive cost notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
 - d. If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).
 - e. USAID Biographical Data sheet (AID 1420) for each individual proposed in the proposal. The form must be signed by the individual and the offeror and should include daily rates in **Afghanistan** only. Additionally, biographical data sheets should include base rates only. Forms with loaded rates (i.e. inclusive of staff bonuses or any other type of financial benefit) will be rejected.

Failure to comply with any of the above points will result in the Offeror being considered "unresponsive" and the proposal may be rejected.

If an Offeror provides insufficient information in their technical and/or cost proposal, Creative reserves the right to request additional information, or to request a revised proposal from the Offeror, if necessary.

Creative reserves the right to make no award, or multiple awards, under this RFP.

Attachment III EVALUATION CRITERIA

Basis of Award: The award will be made to the offeror whose offer presents the Best Value: the optimal combination of technical merits and reasonable cost. Proposals will be scored on technical factors first. Only the Cost/Business proposals of those offers that surpass the minimum qualifying score of **70 points** in the technical evaluation will have their Cost/Business Proposal reviewed. Those that do not reach this qualifying score in the Technical Evaluation will be considered non-competitive and their Cost/Business proposals will not be considered.

1. Technical Competence – presented in the Technical Proposal 100 points

A. Technical Approach 70 points

Provide a clear, specific and succinct technical proposal that covers both the conceptual and practical approaches of how to achieve the objectives of this project. Specifically, please address the following, **in the order specified below:**

Item	Requirement	Points Available
1) Problem statement and evidence of local knowledge	<p>Giving specific examples <u>from the district or districts discussed in the Scope of Work</u>, please describe the problem your organizational expertise will address through this project.</p> <p>A problem statement with a demonstrated understanding of the problem and the ability to relate them to ACR goals and results will receive a higher score than a problem statement that does not include this information.</p>	10 points
2) Methodology	<p>Considering the Statement of Work in Attachment I, please describe in detail the following:</p> <p>a) The steps, in chronological order, that you will take to implement the work. Make sure to describe any innovative approaches or technology you plan to use.</p> <p>b) Quality assurance measures to ensure data quality</p> <p>c) A description of similar projects you implemented in the past and lessons you learned that will be incorporated into the activity described in this RFP.</p> <p>Methodologies that indicate a greater practical understanding of implementing the work, and more innovative yet realistic ways of carrying out the work will be scored more favorably than those that do not consider these factors.</p>	20 points
3) Sample materials	<p>Provide samples of the materials (i.e. EGRA reports, learning assessment tools designed etc.) that demonstrates the technical capacity of the organization to undertake the work.</p> <p>Note that only illustrative sample materials for this particular activity or sample materials used on similar projects implemented in the past will be accepted for this criterion. Offerors who provide only a list of topics will not receive any points for this category.</p>	10 points
4) Coordination plan	<p>Describe clearly the practical steps you will take to ensure the involvement of Ministry of Education, GIRoA, local organizations, tribal elders and/or other stakeholders in this project.</p> <p>Coordination plans that are more realistic and that achieve the project impact, local ownership and sustainability, and the image of a GIRoA initiative will be evaluated more favorably than those plans that do not take these factors into consideration.</p>	10 points
5) Safety verification	<p>Please describe the practical measures you will take to:</p> <p>a) Monitor and mitigate project risks;</p> <p>b) Ensure the safety of both your staff and project participants as you implement this activity.</p> <p>Safety verification plans that more realistically and comprehensively identify relevant risks and mitigation measures, and that propose and ensure the safety of participants through relying on local ownership of the project will be evaluated more favorably than those plans that do not take these factors into consideration.</p>	10 points
6) Staffing	<p>Please provide the following, in order:</p> <p>a) A staffing plan for this activity that includes the following information for each proposed staff member: <i>-Name and Proposed position on the team:</i> <i>-Summary of relevant expertise and experience</i></p> <p>b) CVs for each proposed staff member. CVs should be no longer than one page in length.</p> <p>Staffing plans that propose staff with qualifications and experience related to the tasks stated in this RFP will be evaluated more favorably than staffing plans that do not take these factors into consideration.</p>	10 points
Total		70 points

If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror’s proposal will be automatically disqualified.

B. Past Performance and Experience

30 points

Document and summarize your proven track record of successfully implementing similar activities. Using the **exact table format provided below**, please list only the projects you have implemented within the past 3 years, a brief description of how each is relevant to this RFP and the contact details for each previous client or donor. You may also include recommendation/appreciation letters and certificates as attachments.

Offerors with past performance with similar projects, in the same geographic area and/or of similar scale to the activity described in this RFP will be scored more favorably than offerors that do not meet these criteria. Please note that Offerors cannot be evaluated on information that they do not provide. For example, if an Offeror has current/past performance working with Creative, they cannot be positively evaluated on this experience unless it is provided in the Offeror’s proposal.

#	(a) Activity Title	(b) Location(s) of activity	(c) Synopsis of the activity and its relevance to this RFP	(d) Performance period (date, duration and if completed on schedule)	(e) Prime or Subcontractor?	(f) Amount for the activity	(g) Name & Contact Info (E-mail <u>and</u> phone) of client
1							
2							
3							

C. Attachments

Not Scored

You may include recommendation/appreciation letters and certificates as attachments, or any other documentation you wish to further support your proposal, **stapled/bound separately from the rest of the technical proposal**. Content presented here will not be scored.

2. Cost Reasonableness & Financial Capability – presented in Cost/Business Proposal. **Not Scored.**

- a) Submit a detailed budget to carry out this work. Creative’s review of the Cost Proposal shall determine if the overall costs proposed are realistic for the work to be performed, reflect a correct understanding of the project requirements, and are consistent with the Offeror’s Technical Proposal. Creative will also review individual line items and determine if they are allowable, allocable and reasonable.

The following is a format for the detailed budget. The Offeror may list any reasonable, allowable and allocable cost line items, but must follow the major categories listed below, breaking down all “lump sum” items as much as reasonably possible. Any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs.

Description	Unit (day/month)	Quantity	Unit Cost	Total Price
A) Program Staffing				
B) Program Material and Equipment				
C) Program Administration and Services				
Total				

Cost proposals providing more direct funding towards programming outputs and local labor, instead of staff salaries and administrative or overhead costs, will be reviewed more favorably.

- b. Submit reasonably comprehensive budget narrative/ budget notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
- c. If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).
- d. USAID Biographical Data sheet (AID 1420) for each individual proposed in the proposal. The form must be signed by the individual and the offeror and should include daily rates in **Afghanis** only. Additionally, biographical data sheets should include base rates only. Forms with loaded rates (i.e. inclusive of staff bonuses or any other type of financial benefit) will be rejected.

Offerors that do not provide the above-required items as part of their Cost/Business proposal, that provides a proposal that represents a poor understanding of the work to be performed, or that presents unrealistic, unallowable, unallocable or unreasonable items and costs, in the reviewer's evaluation, will be considered unresponsive and may be disqualified from further consideration.

Best value determination for award

Creative will evaluate proposals on a best value basis, in accordance with the Federal Acquisition Regulations (FAR) Subpart 15.1 – Source Selection Processes and Techniques. In all solicitations, Creative will consider and conduct an evaluation on the basis of both technical capacity and cost. The relative importance of these two factors will vary depending on the nature of the activity. In rare cases, Creative may award to a firm other than the highest technically rated Offeror or the lowest price Offeror, in accordance with FAR 15.101-1.

Creative reserves the right to request additional supporting documentation or a revised proposal from an Offeror if insufficient information has been provided in the Offeror's technical and/or cost proposal. If the requested information is not provided, Creative has the right to disqualify the firm from further consideration.

ATTACHMENT IV
FORMAT FOR PROPOSAL COVER LETTER – TO BE PRINTED ON ORGANIZATIONAL LETTERHEAD

City, Country
<Date>

To: Creative Procurement Team

Dear Sir / Madam:

We, the undersigned, offer to undertake the **[Insert RFP No], [Insert project title]**, in accordance with your Request for Proposal dated **[Insert MM/DD/YYYY]** and our Technical and Cost/Business Proposal submitted herein.

Our organization's details are as follows:

- i. Company's Name
- ii. Company's Address
- iii. Name of Company's authorized representative:
- iv. Telephone #/Cellular Phone #, Email address:
- v. Validity Period of Proposal
- vi. A valid Business License

Our proposal shall be binding upon us, subject to any modifications resulting from negotiation, up to expiration of the validity period of the proposal. We understand you are not bound to accept this or any Proposal you receive.

We also certify that our organization:

- (a) has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
- (b) is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
- (c) has a satisfactory performance record;
- (d) has a satisfactory record of integrity and business ethics;
- (e) has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- (f) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Sincerely,

Authorized Signature:

Name and Title of Signatory:

Date:

Attachment V

PRIME CONTRACT FLOW-DOWN CLAUSES

Work performed or supplies delivered under the Agreement resulting from this RFP is pursuant to a contract from USAID. All relevant flow-down clauses from the contract will be incorporated in the Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract to enable USAID to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Creative Associates and "Contractor" to mean the Contract recipient of the Agreement resulting from this award.

Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses

The following FAR Clauses are applicable to this specific subcontract, incorporated here by reference.

52.202-1	DEFINIITIONS	Jul-04
52.203-3	GRATUITIES	Apr-84
52.203-5	COVENAT AGAINST CONTINGENT FEES	Apr-84
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Sep-06
52.203-7	ANTI-KICKBACK PROCEDURES	Jul-95
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLGAL OR IMPROPER ACTIVITY	Jan-97
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-05
52.204-2	SECURITY REQUIREMENTS	Aug-96
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	Aug-00
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHWN SUBCONTRACTING SEP 2006 WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT	Sep-06
52.215-2	AUDIT AND RECORDS –NEGOTIATION	Jun-97
52.215-8	ORDER OF RECEDENCE—UNIFORM CONTRACT FORMAT	Oct-97
52.215-11	PRICE REDCUCTION FORDEFECTIVE COST OR PRICING DATA—MODIFICATION	Oct-97
52.215-13	SUBCONTRATOR COST OR PRICING DATA—MODIFICATION	Oct-97
52.215-14	INTEGRITY OF UNIT PRICES	Oct-97
52.215-15	PENSION ADJUSTMENT AND ASSET REVISIONS	Oct-04
52.215-18	REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	Jun-05
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	Oct-97
52.216-7	ALLOWABLE COST AND PAYMENT	Dec-02
52.216-8	FIXED-FEE	Mar-97
52.217-8	OPTION TO EXTEND SERVICES	Nov-99
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99
52.222-26	EQUAL OPPORTUNITY	Apr-02
52.222-29	NOTIFICATION OF VISA DENIAL	Jun-03
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	Sep-06
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	Sep-06
52.223-6	DRUG-FREE WORKPLACE	May-01
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	Feb-06
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION	Feb-06
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	Mar-08
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT	Aug-96
52.227-14	RIGHTS IN DATA-GENERAL	Jun-87
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	Apr-84
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Apr-03
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	Mar-90
52.230-2	COST ACCOUNTING STANDARDS	Apr-98
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Apr-05
52.232-9	LIMITATION ON WITHHOLDING Or PAYMENTS INTEREST	Apr-84
52.232-17	INTEREST	Jun-96
52.232-22	LIMITATION OF FUNDS	Apr-84
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86
52.232-25	PROMPT PAYMENT	Oct-03

52.232-33	ALTERNATE I PAYMENT BY ELECTRONIC FUNDS—CENTRAL CONTRACTOR REGISTRATION	Feb-02 Oct-03
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	May-99
52.233-1	DISPUTES	Jul-02
52.233-3	PROTEST AFTER AWARD ALTERNATE I	Aug-96 Jun-85
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	Apr-84
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	May-01
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	Jan-97
52.242-14	SUSPENSION OF WORK	Apr-84
52.242-15	STOP-WORK ORDER ALTERNATE I	Apr-89 Apr-84
52.242-17	GOVERNMENT DELAY OF WORK	Apr-84
52.243-2	CHANGES--COST REIMBURSEMENT Alternate II (Apr 1984)	Aug-87
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	Jun-07
52.244-6	SUBCONTRACTS FOR COMMERCIAL TEMS	Sep-06
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	May-04
52.246-23	LIMITATION OF LIABILITY	Feb-97
52.246-25	LIMITATION OF LIABILITY—SERVICES	Feb-97
52.247-63	PREFERENCE FOR 0.5.-FLAG AIR CARRIERS	Jun-03
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	Feb-06
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	Feb-06
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	May-04
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	Apr-84
52.249-6	TERMINATION (COST-REIMBURSEMENT)	May-04
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-84
52.249-14	EXCUSABLE DELAYS	Apr-91
52.253-1	COMPUTER GENERATED FORMS	Jan-91

1.) Agency for International Development Acquisitions Regulations (AIDAR) (48 CFR 7) Clauses

752.202-1	DEFINITIONS	Jan-90
752.204-2	SECURITY REQUIREMENTS	(undated)
152.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	Jun-93
752.211-70	LANGUAGE AND MEASUREMENT	Jun-92
752.225-71	LOCAL PROCUREMENT	Feb-97
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT Property-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	Apr-84
752.7001	BIOGRAPHICAL DATA	Jul-97
752.7002	TRAVEL AND TRANSPORTATION	Jan-90
752.7006	NOTICES	Apr-84
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	Apr-84
752.701	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	Apr-84
752.7011	ORIENTATION AND LANGUAGE TRAINING	Apr-84
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	Oct-89
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	Jan-90
752.7015	USE OF POUCH FACILITIES	Jul-97
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	Jan-99
752.7019	PARTICIPANT TRAINING	Jan-99
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	Apr-84
752.7025	APPROVALS	Apr-84
752.7028	DIFFERENTIALS AND ALLOWANCES	Jul-96
752.7029	POST PRIVILEGES	Jul-93
752.7031	LEAVE AND HOLIDAYS	Oct-89
752.7033	PHYSICAL FITNESS	Jul-97
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	Dec-91
752.7035	PUBLIC NOTICES	Dec-91

Restriction on Certain Foreign Purchases (June 2008)

Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by

OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(a) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Person at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/oltices/enforcementiofac>.

(b) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

1.3 4-14.001

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

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

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

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

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

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

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

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

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

(End of Provision)