



REQUEST FOR PROPOSAL (RFP)
Political Economy Analysis

To: Offerors
From: Creative Associates International, Inc.
Subject: Request for Proposal (RFP) No. RFP-HQ-0819
Performance Period: January 31 – April 30, 2022

RFP Issue Date: January 10, 2022
RFP Closing Date: January 25, 2022
RFP Closing Time: 11:59 PM – Local Time, Abuja, Nigeria

Reference: USAID Contract No. AID-OAA-I-13-00005/72062021F00005

Enclosed is a Request for Proposals (RFP). Creative invites qualified consultant(s), firms, and organizations to submit a best value proposal for the ***Northeast Connection: Building Community Resilience to Violent Extremism and Conflict in Northeast Nigeria*** (hereinafter Northeast Connection) project funded under the referenced USAID contract. The awards issued under this RFP will be funded under USAID Contract No. AID-OAA-I-13-00005/72062021F00005 and subject to the availability of funds, successful negotiation of the budget and terms, and receiving USAID's Contracting Officer consent, if required. The awards resulting from this process will be a firm fixed price Purchase Orders.

The requirements for this activity are described in the "Statement of Work" in Attachment I. Creative encourages Offerors 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(s) 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 jessicaka@creativedc.com no later than **January 13, 2022**. **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 on **January 14, 2022**.

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:

NE Connection PM, jessicaka@creativedc.com

Sincerely,
Creative Procurement Department & NE Connection Activity

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

Summary:

This is a call for proposals for a Political Economy Analysis (PEA) at the state level in Adamawa, Borno and Yobe states. The consultant or firm will conduct data collection, analysis, and reporting for Creative Associates International's (Creative Associates) Northeast Connection: Building Community Resilience to Violent Extremism and Conflict in Northeast Nigeria (Northeast Connection) project funded by USAID.

Background:

The purpose of the Northeast Connection project is to strengthen the resilience of communities vulnerable to violent extremist infiltration and conflict. By targeting communities in Adamawa, Yobe, and Borno states not yet under the control of violent extremist organizations (VEOs), this project will seize the opportunity to mitigate the grievances that make communities vulnerable to violent extremism, while building social cohesion within and across communities in northeast Nigeria. In addition to helping northeastern Nigerians create a stronger foundation against the violent extremist and conflict threats, the activity is designed to develop local capacity to respond to emerging threats. Northeast Connection includes a rigorous analytical component to develop a better, shared understanding of local and sub-regional VEO and conflict risks, dynamics, and windows of opportunity. Leading the coordination of implementing partners on such CVE initiatives will also be a key feature of the project.

Scope of Services:

Creative Associates seeks to engage a technical expert consultant(s), firm, or organization to carry out a Political Economy Analysis (PEA) of each of the states of intervention (Adamawa, Yobe, and Borno) in identified Local Government Areas (LGAs), listed below. The assignment will be conducted under the direction of Northeast Connection and in consultation with key state institutions and stakeholders. It is expected that the consultant or firm will collect and analyze data in each target state, culminating in a unified report. The consultant or firm will develop specific PEA framework and research questions for each state adhering to USAID Guidelines.

<https://www.usaid.gov/documents/1866/thinking-and-working-politically-through-applied-political-economy-analysis>

Methodology and Data Collection Tools

Northeast Connection will contract a consultant, firm, or organization. These firm/organizations are expected to submit proposals that would outline the research approach and methods for data collection to be used, including justification for these methods related to the research objectives following USAID PEA Field Guidance (http://pdf.usaid.gov/pdf_docs/PBAAA891.pdf). The proposal should also include a gender needs assessment approach. The applications submitted must clearly explain why the proposed methodology is the most appropriate to achieve the study objectives; they must also clarify the different tools that will be used and how each of these tools contributes to meeting the established lines of inquiry. Proposals should also include the sampling strategy and approach to analysis.

Purpose of the consultancy:

The purpose of the consultancy is to provide technical expertise to carry out a top-level Political Economy Analysis (PEA) which will;

- ❖ Undertake a gender-responsive, contextualized PEA that can reflect the interconnected power relations of politics, economics, and social factors that have impacted the Northeast context, especially the BAY states.
- ❖ Examine relationships and incentives that influence interactions of local actors
 - identify areas of opportunity for resilience and conflict mitigation programming as well as emerging threats.
 - Identify appropriate actors to participate in dialogue platforms, local planning processes, cohesion efforts, service learning and recreational activities, research, and early warning and response efforts.
 - Identify respected local leaders and community groups especially those working with/focused on

youth, women, internally displaced persons, and other marginalized groups

- ❖ Determine the willingness of community groups to engage with LGA authorities and security providers and participate in local conflict resolution mechanisms
- ❖ Identify existing partnerships or existing systems for collective action, resource mobilization, conflict resolution, or early warning networks
- ❖ Identify potential private sector entities that could contribute to programmatic goals

Target LGAs:

Borno	Yobe	Adamawa
Kwaya Kusar	Potiskum	Guyuk
Hawul	Fune	Demsa
Shani	Damaturu	Numan
Maiduguri		Lamurde
Biu		Mubi South
Jere		Mubi North

Anticipated Tasks/Deliverables:

- Participate in a PEA kick-off session with Northeast Connection and possibly participate in initial meetings with Northeast connection project and USAID.
- Conduct an initial desk study: gather relevant secondary materials to identify key actors and stakeholders, relevant local and oversight institutions, coordination mechanisms and support structures.
- Submit an inception report that would contain methodology of the study including data collection tools and proposed communities in each target state, informed by desk study.
- Conduct and manage the entire process of data collection, including and train and coordinate enumerators, in surveys and key informant interviews
- Used mixed method data collection, including key informant interviews (KII), focus group discussions (FGD), and surveys at LGAs in each target state, with stakeholders from government offices, parliament, State legislators, civil society organizations (CSOs), individuals including women's groups and Persons Living with Disabilities, and private sector groups that support community resilience to violent extremism and conflict
- Present midterm progress reports including written meeting notes
- Present a detailed and well written PEA final report for each of the three states providing an overview of the approach and detailed analysis of results by state. Report should be a maximum 40 pages, including executive summary and annexes and, in addition, a PowerPoint presentation of no more than 12 slides, summarizing findings.
- Submit all data (qualitative and quantitative) with disaggregated raw data in excel and data collection tools and ensure confidentiality of data.

Required Qualifications and Skills:

- Background in social science, academia, or development
 - Consultant(s) must have an advanced university degree in international relations, political science, public administration, finance, economics, or related field with demonstrated competence in political-economic analysis or similar assessment frameworks.
 - Firm must have a minimum of six-years' experience in social, political, and/or economic assessments and/or development assistance programming.
- Proven experience in, and familiarity with, the use of political economy analysis or similar assessment tools (with at least two assessments successfully completed) in the development and implementation of development assistance programming.
- Proven experience of working with government authorities, INGOs, civil society organizations, and communities in Northeast Nigeria.
- Fluency in English, including outstanding writing skills

Desired Qualifications and Skills:

- Proven knowledge of donor-assisted efforts to promote improvements in Building Community Resilience to Violent Extremism in developing countries.
- Experience in development assistance programming with USAID or other international donors.
- Knowledge of local language(s).

Supervision and Guidance:

The consultant, firm, or organization will be supervised on a day-to-day basis by the Nigeria Northeast Connection Program Team, led by the Chief of Party (COP). The COP will be responsible for deliverables review, payment, and administrative management. The consultant, firm or organization will participate in relevant meetings with USAID, as required and under the supervision of the COP.

The consultant, firm or organization is expected to exercise the highest degree of individual initiative, resourcefulness, responsibility, and authority, consistent with USAID's overall policy and procedural framework.

COMPENSATION SCHEDULE

This activity will be compensated based on delivery and approval of milestones, as illustrated below:

Schedule	Activity Description	Payment Amount (%)
Milestone No. 1	Kick-off meeting and Inception report	20%
Milestone No. 3	Midterm progress report	20%
Milestone No. 4	PEA Draft	20%
Milestone No. 5	Final PEA and Annexes	40%

PERIOD OF PERFORMANCE:

Creative anticipates a period of performance of three months (January 31 – April 30, 2022); to be finalized at time of award.

PLACE OF PERFORMANCE:

Northeast Nigeria: Adamawa, Yobe, and Borno states, with concentration on the following LGAs:

Borno	Yobe	Adamawa
Kwaya Kusar	Potiskum	Guyuk
Hawul	Fune	Demsa
Shani	Damaturu	Numan
Maiduguri		Lamurde
Biu		Mubi South
Jere		Mubi North

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 **Nigerian Naira and USD**. All prices should be gross of tax, but net of any customs duties.
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 licensed and authorized to conduct business in **Nigeria**, as evidenced by submission of a copy of a valid Business License (if registered as a for-profit company), a valid Host Government license (if registered as a non-profit organization) or a municipal license (if registered as a local vendor of goods or import-export dealer). The copy of the license must clearly show a license number, official government stamp and a date of issue and date of expiry.
7. Common ownership of Offerors shall be documented in their proposal. Creative will only accept one company bidding per RFx. If Creative determines common ownership of multiple Offerors, all will be disqualified.
8. 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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **Clarifications and Amendments to the RFP:** Any questions regarding this solicitation must be **emailed** to jessicaka@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 complied 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.

14. 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.
15. **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 937. 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**:

- E-mail 1 – Technical Proposal
- 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.

NE Connection Program Manager

jessicaka@creativcdc.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. Offeror's Valid Business license
 - iii. Commitment statement that expresses commitment and availability for the entire period of the assignment
 - iv. The Technical Proposal
 - v. The Cost/Business Proposal
- 1) The Cover Letter: should be on the Offeror's letterhead and **MUST** contain the information requested in Attachment IV and a maximum of one (1) page
 - 2) Commitment statement that expresses commitment and availability of personnel and resources for the entire period of the assignment and a maximum of one (1) page
 - 3) Copy of Offeror's Valid Business License
 - 4) 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. Technical proposal should include illustrative research questions and proposed multi-method data collection tools and approaches.

- e. Technical proposal should include a management section on how the offeror will manage personnel and simultaneous work in three target states.
- f. Technical proposal should be a maximum of ten (10) pages.
- g. Technical proposal should include the following annexes (not counting towards page limit)
 - o Work plan and timeline articulating the framework and processes to implement the activities under this consultancy. Workplan and timeline should be a maximum of four (4) pages
 - o CVs of proposed individual consultants and those contracted by the firm or organization. CVs should be a maximum of one (1) page each
 - o Contact details of at least two references
- h. **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 should 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).

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.

SAMPLE EVALUATION CRITERIA

1. Technical Competence – presented in the Technical Proposal

100 points

A. Technical Approach - 100 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) Value proposition	<p>Considering the Statement of Work in Attachment I, please describe in detail the following:</p> <ul style="list-style-type: none"> a) Technical approach b) Illustrative questions and target data sources <p>Value propositions that indicate an in depth, technical and operational understanding of implementing the work in the identified place of performance, will be scored more favorably than those that do not consider these factors.</p>	30
2) Methodology	<p>Considering the Statement of Work in Attachment I, please describe in detail the following:</p> <ul style="list-style-type: none"> a) Steps, in chronological order, that you will take to implement the work. Describe proposed innovative approaches or technology you plan to use. b) Proposed data collection tools and approach c) Management plan to implement in identified place of performance within established period of performance <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>	30
3) Staffing	<p>Please provide the following, in order:</p> <ul style="list-style-type: none"> a) Staffing plan that includes the following information for each proposed staff member: <ul style="list-style-type: none"> i) <i>Name and Proposed position on the team:</i> ii) <i>Summary of relevant expertise and experience</i> b) CVs for each proposed key staff member. CVs should be no longer than one (1) page in length. <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>	30
4) Past Performance	<p>Document and summarize your proven track record of successfully implementing similar activities to include a description of similar services provided in the past and any lessons learned that will be incorporated into the activity described in this RFP.</p>	10

	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.	
Total points		100

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. References

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.

#	(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							

1. 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)	Quantit y	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).

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 also 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	DEFINITIONS	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 ILLIGAL 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 REDCUTION FORDEFFECTIVE 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 ALTERNATE I	Oct-03 Feb-02
52.232-33	PAYMENT BY ELECTRONIC FUNDS—CENTRAL CONTRACTOR REGISTRATION	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 CONTRACTO 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	Jun-07

	ALTERNATE I (<i>JUN 2007</i>)	
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) Jun-93
752.211-70	DISCOVERED AFTER AWARD 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	CCNVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	Apr-84
752.7011	ORIENTAT/ON AND LANGUAGE TRAINING	Apr-84
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	Oct-89
752.7014	NOTICE OF CHANGES :N 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	DIFFERENT:ALS 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/offices/enforcement/ofac>.
- (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)