



## **Request for Proposals (RFP)**

### **Disability Inclusion Research, Assessment, and Capacity Building Activities**

**RFP No: USAID Okard-6-2023**

#### **Part A: Cover Page**

**Issuance Date:** December 18, 2023  
**Questions Due Date/Time:** January 10, 2024 17.00 (Indochina time, Vientiane, Lao PDR)  
**Proposal Due Date/Time:** January 15, 2024 17.00 (Indochina time, Vientiane, Lao PDR)

The **USAID Okard Activity**, implemented by World Education, Inc., is soliciting proposals for the **Disability Inclusion Research, Assessment and Capacity Building Activities**. The USAID Okard Activity is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal regulations and provisions.

Please submit your most competitive proposal in accordance with the instructions to offerors and terms of reference. Any award issued as a result of this RFP will be subject to all instructions, terms of reference/ specifications, certifications, terms and conditions and funder required clauses. This RFP document includes the following parts:

- PART A: Cover Page
- PART B: Instructions to Offerors
- PART C: Terms of Reference
- PART D: Certifications
- Attachment A: General Terms & Conditions
- Attachment B: Funder Required Clauses

All proposals, inquiries, and correspondence pertaining to this solicitation are to be directed to the attention of:

**USAID Okard**  
**Attn: Meredith Lunsford, Senior Program Officer**  
**World Education**  
**PO BOX 6782**  
**Vientiane, Lao PDR**  
**Tel: +856-21-214 524/222 439**  
**Email: [meredith\\_lunsford@worlded.org](mailto:meredith_lunsford@worlded.org)**



WE is committed to the highest standards of ethics and integrity in procurement. WE has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. WE also strictly prohibits collusion (bid rigging) between vendors and between vendors and WE staff. WE selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to WE employees. Vendors who do so will be disqualified from doing business with WE. Additionally, WE has a conflict of interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor. If at any time your organization has concerns that an employee has violated WE policy, you may submit a report via WE's Code of Conduct Helpline at: <http://www.wei.ethicspoint.com/>.



## Part B: INSTRUCTIONS TO OFFERORS

### 1. DEFINITIONS

**Offeror:** The individual or firm providing proposals for the supplies or services requested under this RFP.

**Contractor/Vendor:** The individual or firm awarded the services requested under the RFP in the form of a PO/contract.

**Buyer:** World Education (WE)

### 2. PROPOSAL SUBMISSION AND REQUIREMENTS

Offerors are encouraged to read the RFP document in its entirety and ensure that their proposal addresses all of the items cited in the proposal instructions and meets the selection criteria. All proposals must be submitted by the deadline established on the cover page of this RFP. Offers received after this due date and time will not be accepted for consideration.

#### Questions:

All questions or clarifications regarding this RFP must be in writing and submitted to [meredith\\_lunsford@worlded.org](mailto:meredith_lunsford@worlded.org), no later than January 10, 2024. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated interest in this RFP.

Only written answers from WE's authorized representative will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees of WE, the **USAID Okard Activity**, or any other party, will not be considered official responses regarding this RFP.

#### Submission of Proposals:

The Offeror's proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by an individual who has signatory authority for the offeror. The offeror must submit a complete proposal package on or before the due date and time to Meredith Lunsford, Senior Program Officer at [meredith\\_lunsford@worlded.org](mailto:meredith_lunsford@worlded.org). Proposals must be submitted by email only with the subject line "RFP No: USAID Okard-6-2023."

The proposals must be prepared in two separate volumes: i. Technical Proposal; and Cost Proposal. The technical and cost proposal must be kept separate. Technical proposals must not make reference to pricing data in order to evaluate the technical proposal strictly on the basis of technical merit.



The written proposal must contain the following information and documentation:

a) **Technical Proposal Requirements/ Proposed Plan and Approach**

The Technical proposal shall describe how the offeror intends to carry out the Terms of Reference as stated in Part C. It should be concise, specific, complete, and demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It must demonstrate the offeror's eligibility, as well as their capabilities and expertise in conducting each step of the activity.

Offerors shall include only information necessary to provide a clear understanding of the proposed action and the justification for it. Greater detail than necessary, as well as insufficient detail may detract from a proposal's clarity. Assume that the reader is not familiar with the particular context in which the project will be implemented. Minimize or avoid the use of jargon and acronyms as much as possible. If acronyms or abbreviations are used, include a separate page explaining the terms.

b) **Capabilities and Past Performance**

The offeror must submit a capabilities statement along with documentary evidence of past performance.

The capabilities statement should not exceed five (5) pages in length and will be used to evaluate the offeror's organizational, financial, and technical capacity, in relation to the Terms of Reference in Part C. The Capabilities Statement must include, but is not limited to: size of the agency, financial resources available to complete this work, staffing competencies and capabilities, past experience performing similar work with other donor organizations, and a company profile and/or brochure.

c) **Cost Proposal Requirements**

1. The offeror should submit their most competitive and complete cost proposal.
2. A fixed unit cost and total cost proposal for completion of works as described in the terms of reference (Part C).
3. All costs must be stated in US Dollars (USD).
4. A fixed price for each category of deliverable, each of which will be considered a fixed price budget for that specific segment of work. The price of the PO/ contract to be awarded will be an all-inclusive fixed price. No profit, fee or additional costs can be included after the award. All items/ services must be clearly labeled and included in the total offered price.
5. The offeror should submit a cost proposal budget narrative.

Cost Proposal Budget Narrative Preparation Instructions

A detailed budget narrative that justifies the costs as appropriate and necessary for the successful completion of proposed activities should be attached to the budget. The budget



narrative should clearly describe the project and cost assumptions. All proposed costs and estimates must be reasonable and allowable in accordance with the US Government's Cost Principles established in 2 CFR 200, Subpart E. All proposed costs must be directly applicable to performing the work under the award and budgeted amounts should not exceed the market cost/value of an item or service.

The budget narrative should be of sufficient detail so that someone unfamiliar with your organization or the activity could review and adequately understand and grasp the assumptions, reasonableness and calculation method used.

Budget narrative must be prepared using Microsoft Word software. Supporting information must be provided in adequate detail for conducting a comprehensive analysis.

**d) Other Requirements**

The curriculum vitae of each researcher proposed for the Research Institute team includes information on research grants/ studies, publications, professional training, and qualifying expertise.

**e) Certifications**

The proposal shall be accompanied by all required Certifications in Part D, signed by an authorized official of the offeror.

- a. Representations and Certifications
- b. Certification Regarding Debarment, Suspension, or Proposed Debarment

**3. AWARD**

WE intends to issue a fixed price purchase order / contract to the offeror(s) who best meet the criteria specified in this RFP and are determined to be responsible and eligible contractor to provide the required goods/services.

**4. EVALUATION CRITERIA**

Proposals will be evaluated first to ensure that they meet all mandatory requirements and are responsive. To be determined responsive, a proposal must include all documentation as listed in section 2. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

Responsive proposals will be evaluated and ranked by a committee on a technical basis according to the criteria below. Those proposals that are considered to be technically acceptable shall then be evaluated in terms of cost.



For the purpose of selection, the evaluation will be based on the following weighted point scale (totaling 100 points) of the proposal in its entirety, including, but not limited to, the following:

No.	Criteria	Points
1	<b>Technical Approach, Methodology and Implementation plan</b> <ul style="list-style-type: none"> <li>● Comprehensiveness of proposal approach. Clarity and appropriateness of proposed activity.</li> <li>● Implementation plan and proposed timeline are realistic and include all proposed elements of activity.</li> <li>● Responsiveness to Terms of Reference.</li> </ul>	50
2	<b>Capabilities and Past Performance</b> <ul style="list-style-type: none"> <li>● Organizational, financial and technical capabilities and resources to implement this work</li> <li>● Previous successful past experience implementing similar activities.</li> </ul>	25
3	<b>Proposed Costs</b> <ul style="list-style-type: none"> <li>● Reasonableness of proposed budget based on scope of activities proposed.</li> <li>● Summary budget, detailed budget, and budget notes included.</li> <li>● Comparative lowest price.</li> </ul>	25
	<b>Total</b>	100

#### 4. TERMS OF AWARD

This document is a request for proposals only, and in no way obligates WE or its donor to make any award. Please be advised that under a fixed price contract the work must be completed within the specified total price. Any expenses incurred in excess of the agreed upon amount in the PO/ contract will be the responsibility of the contractor and not that of WE or its donor. Therefore, the offeror is duly advised to provide its most competitive and realistic proposal to cover all foreseeable expenses related to providing requested goods/services.

All deliverables produced under the future award/contract shall be considered the property of WE. WE may choose to award a contract for part of the activities in the RFP. WE may choose to award a contract to more than one offeror for specific parts of the activities in the RFP.

#### 5. PROPOSAL VALIDITY



The offeror's technical and cost proposals must remain valid for not less than 120 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the offeror to its provisions.

## **6. PAYMENT TERMS**

WE payment cycle is net 30 days upon receipt of deliverables, goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with WE in meeting the terms and conditions of payment will be given the highest consideration.

## **7. FINANCIAL RESPONSIBILITY**

Offerors which are firms and not individuals must include in the capabilities statement that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined below. WE reserves the right to request and review the latest financial statements and audit reports of the offeror as part of the basis of the award.

## **8. LANGUAGE**

The proposal, as well as correspondence and related documents should be in English.

## **9. SOURCE/ NATIONALITY**

All goods and services offered in response to this RFP must meet the source and nationality requirements set forth in United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, Iraq, Libya, North Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries.

The authorized geographic code for this RFQ is 937. Code 937 is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, and excluding prohibited sources. This means goods not located in Laos can only be shipped from the U.S. or a developing country (excluding advanced developing countries). The list of eligible developing countries is at: <https://www.usaid.gov/sites/default/files/documents/1876/310maa.pdf>. The list of advanced developing countries is at: <https://www.usaid.gov/sites/default/files/documents/1876/310mab.pdf>.

## **10. NEGOTIATIONS**

The offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of an offeror's proposal. However, the project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a contract. The project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a PO/ contract. In the event that an agreement cannot be reached with an offeror the Project will enter into negotiations with



alternate offerors for the purpose of awarding a PO/ contract without any obligation to previously considered offerors.

#### **11. REJECTION OF PROPOSALS**

WE reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing offerors, without explanation.

#### **12. INCURRING COSTS**

WE is not liable for any cost incurred by offerors during preparation, submission, or negotiation of an award for this RFP. The costs are solely the responsibility of the Offeror.

#### **13. MODIFICATIONS**

WE reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFQ.

#### **14. CANCELLATION**

WE may cancel this RFP without any cost or obligation at any time until issuance of the award.





## Part C: Terms of Reference

Purpose:	<b>Disability Inclusion Research, Assessment, and Capacity Building Activities</b>
Activity Manager:	<b>Meredith Lunsford</b>
Period of Performance:	<b>February 1, 2024 – May 1, 2027</b>
Place of Performance:	<b>Vientiane, Lao PDR, with potential for international learning exchange (exact location TBD)</b>
Activity Code:	<b>30231</b>

### DESCRIPTION OF REQUIREMENT (GOODS OR SERVICES):

#### I. Background

World Education (WE) has been operational in the Lao PDR since 1992. WE has worked in a number of sectors (agriculture, education, health, microfinance, and repatriation) over the past 25 years. Projects are currently focused on: Disability Inclusion, Explosive Ordnance Risk Education, Capacity Building, and Economic Development. Current projects include:

1. **USAID Okard:** Promotes the independence and functional ability of persons with disabilities through equal access to health and social services, partnering with the public and private sectors to support persons with disabilities in the areas of health, economic empowerment and stakeholder engagement.
2. **Lawang:** Explosive Ordnance Risk Education (EORE): Keeps children safe from unexploded ordnance (UXO) by integrating EORE lessons into the national primary and secondary school curriculum, and creating EORE messages and platforms for non-formal education and community engagement.
3. **War Victims Medical Fund:** Provides critical financial support to survivors of UXO accidents including immediate and ongoing medical care, as well as funeral costs in case of death.

In implementing these activities, World Education works in partnership with relevant Government of Lao PDR agencies including the Ministry of Health, Ministry of Education and Sports, Ministry of Labour and Social Welfare, Ministry of Industry and Commerce, National Regulatory Authority and Ministry of Foreign Affairs. To learn more visit us at [www.worlded.org](http://www.worlded.org) or [www.laos.worlded.org](http://www.laos.worlded.org)

The USAID Okard (ໂອກາດ) Activity (Phase II) is a 4-year project (October 2023 – June 2027), following on from Phase 1 (October 2017 - September 2023), managed and implemented by World Education. Okard intends to improve and sustain the independent living and functional ability of persons with disabilities, regardless of factors such as age, sex, gender expression, ethnicity, and their households in Lao PDR. Phase I was completed in three target provinces –



Central level, Xieng Khouang, and Savannakhet. Phase II will be implemented in four target provinces - Central level, Xieng Khouang, Sekong, and Savannakhet.

The Activity utilizes a flexible two-tiered approach that integrates the systems and individual level interventions within the four components: Health (Component 1), Economic Empowerment (Component 2), Stakeholder Engagement (Component 3) and Community-Based Inclusive Development model (Component 4). World Education is the lead implementing agency with close support from Activity partners Ministry of Health (Department of Healthcare and Rehabilitation), Center for Medical Rehabilitation (CMR), Faculty of Medical Technology (FMT), Ministry of Labor and Social Welfare (MoLSW) National Committee for Persons with Disabilities (NCPD), Quality of Life Association (QLA), Association for Rural Mobilization and Improvement (ARMI) and Cooperative Orthotic & Prosthetic Enterprise (COPE).

## **II. Summary of Objectives and Activities**

In Phase II, USAID Okard plans to undertake several internal studies to provide valuable data and insights on disability inclusion activities so the project can learn, improve, determine if achieving the intended goals and making a positive difference in the target communities, while also broadening impact and sustainability connected to the Community Based Inclusive Development (CBID) Model.

As part of the process of these internal studies, it is USAID Okard's intention to build the capacity of a new generation of national research experts on disability inclusion and CBID that are able to co-design and conduct research activities throughout the different stages of the research cycle with a Research Institute rather than forge dependency on external researchers to lead research studies in Laos.

In addition to internal studies, USAID Okard will be building on experiences of developing digitized needs assessment tools for persons with disabilities by revising the existing CBID case management tool called the 'Modular Tool' and supporting the Ministry of Labour and Social Welfare (MLSW) National Committee for Persons with Disabilities (NCPD) to develop a disability assessment tool for disability determination. Both these tools will need to closely align within the different levels of a Disability Management Information System (DMIS).

To successfully complete internal studies on disability inclusion and CBID and develop needs assessment tools on disability, USAID Okard is seeking the global expertise of a research institution to provide support to the USAID Okard Technical Management Committee (TMC), MEL team, and local partners to amplify the technical quality and impact of USAID Okard activities, systems strengthening of the system in Laos and building capacity of government partners, OPDs, CSOs, and local researchers. The selected research institution will complement and address gaps in the technical expertise of the two Senior Technical Advisors (STAs) within the USAID Okard project in Laos and World Education Technical Advisors in the U.S. headquarters office.

The anticipated scope of work of the research institute includes supporting nine (9) specific activities that will be implemented from 2024-2027 related to disability inclusion research, assessment, and capacity building connected to the CBID component and stakeholder engagement component of USAID Okard as follows:



1. Capacity building/training program on Disability Inclusion and CBID Research
2. Capacity building/training program on Disability Inclusion Digital Storytelling for Social Behavior Change Communication (SBCC)
3. Design of research methodology of the CBID Impact Assessments- Baseline and Endline Surveys (Phase II)
4. CBID Impact Assessment- Baseline survey (Phase II)
5. CBID Impact Assessment- Endline survey (Phase II)
6. Revision of the CBID comprehensive needs assessment tool for case management (CBID Modular Tool)
7. Development of a Disability Assessment Tool for disability determination
8. Secondary Analysis of CBID Case Management
9. Cost Analysis of CBID Model

### **III. Description of Activities/Tasks (Services)**

#### **1. Capacity building/ training program on Disability Inclusion and CBID Research**

The research institute would lead the co-design and delivery of capacity building activities for USAID Okard staff, partners (including government) and local researchers on disability inclusion and CBID research introducing general research concepts, approaches, methods on disability inclusion and CBID research considering all phases of the research cycle from design to publication. This would be a series of training sessions that would also coach and mentor local stakeholders to conduct research activities and tasks. Specific trainees would then be expected to lead tasks as part of the CBID Baseline and Endline Impact Assessments. In addition, training would build capacity to publish research in different formats and platforms including completing abstracts and presentations at local, regional and global conferences to support amplification of USAID Okard work and learnings to a global audience.

#### **2. Capacity building/ training program on Disability Inclusion Digital Storytelling for Social Behavior Change Communication (SBCC)**

The research institute would lead the co-design and delivery of capacity building activities for the SBCC and Communications Manager and other staff from USAID Okard to increase ability to use digital storytelling on disability inclusion and transfer these skills to OPDs, persons with disabilities, community self-help groups and CBID staff to amplify advocacy and inclusion activities, and to document change.

#### **3. Design of research methodology of the CBID Impact Assessments- Baseline and Endline Surveys (Phase II)**

The CBID model including CBID case management and community mobilization activities has been piloted in 2 districts in 2 provinces in Phase I, and will be implemented in Phase II in 3 new districts in the same 2 provinces plus expansion to a new district in a new province. CBID Baseline and Midline Assessment have been completed in Phase I, and at the commencement of Phase II, USAID Okard require the technical support of a Research Institute to co-design the



methodology and tools with local stakeholders for a Baseline Impact Assessment of new targeted districts and an Endline Impact Assessment for all districts conducting CBID activities across the 10 years of USAID Okard implementation. One design workshop will be conducted to co-design the research questions, approach and methodology for both baseline and endline impact assessments to ensure a cohesive study of the CBID Model.

#### **4. CBID Impact Assessment- Baseline survey (Phase II)**

The overall objectives of the Impact Assessment Baseline Survey are as follows:

Objective 1: Identify the level of activity and participation (function) and wellbeing of people living with disabilities compared to people without disabilities in target areas

Objective 2: Understand the knowledge, attitudes and practices (KAP) of community stakeholders including people with disability themselves and their family, regarding disability and inclusion.

The research questions for the baseline survey, subject to the result of the workshop designing research methodology (activity 3), are anticipated as:

1. What is the impact of disability on level of participation, access to services and wellbeing and what are the barriers that restrict participation and access?
2. What do people in the community know and believe about disability, and how do they behave about including people with disabilities in their community?

The study will be conducted in new CBID districts and villages in 3 provinces. The Research Institute will provide technical support for the USAID Okard Technical Management Committee and the local research team to develop contextualized digitized data collection tools (both quantitative and qualitative) to capture data related to the research questions. Locally recruited enumerators (including persons with and without disabilities and government officers) should be trained by the USAID Okard team and Research Institute on digitized survey tools, interviewing and facilitation skills, study protocols and research ethics. Data quality assurance, cleaning and analysis, and report writing tasks should be completed collaboratively with the Research Institute, USAID Okard and local research teams.

This baseline survey should adhere to relevant international standards for conducting social sciences research, especially the “Do No Harm” principles. Ethics approval should be gained from the relevant Ethics Committees in the country of the Research Institute, and from the relevant government authorities in Lao PDR.

#### **5. CBID Impact Assessment- Endline survey (Phase II)**

The overall objective of the Impact Assessment Endline Survey is to measure the changes after the interventions of USAID Okard on:

- a. Level of activity and participation (function) and wellbeing of people living in target areas



- b. Knowledge, attitudes and practices (KAP) of community stakeholders including people with disability themselves and their family, regarding disability and inclusion

The research questions for the endline survey, subject to the result of the workshop designing research methodology (activity 3), are anticipated as:

1. Has the level of participation, access and utilization of services and wellbeing changed compared to the results of the baseline?
2. Has knowledge, attitude and practices changed in the community related to disability inclusion?

The study will be conducted in all CBID districts from Phase I and Phase II in 3 provinces. The endline survey should include the Research Institute, USAID Okard team, the government partner and local research team completing all tasks as part of the research cycle as described above in the baseline survey description with increased autonomy and leadership of the Lao team and national researchers.

#### **6. Revision of the CBID comprehensive needs assessment tool for case management (CBID Modular Tool)**

The digital CBID Modular Tool needs assessment will be reviewed and updated in close collaboration with local stakeholders based on lessons from Phase I by the CBID Technical Management Committee and technical support of the Research Institute. Each module will be reviewed, question sets including selected trigger responses updated, decision trees for each area of case management revised and tested, algorithms prepared to update the functionality of the CBID database so CBID teams can conduct needs assessments.

#### **7. Development of a Disability Assessment Tool for disability determination**

Based on achievements in Phase I on the initial development of a Disability Management Information System (DMIS) screening tools, an individual disability assessment for disability determination will be developed by the National Committee for Persons with Disabilities (NCPD), Ministry of Labor and Social Welfare (MLSW) and the USAID Okard Stakeholder Engagement (SE) Technical Management Committee technically supported by the Research Institute. Based on disability assessment approaches in the SE Asia region and globally, a digitized data assessment tool, decision trees related to eligibility criteria will be developed connected to a cloud based DMIS database.

#### **8. Secondary Analysis of CBID Case Management**

Modular Tool data collected during the initial needs assessment and discharge interview from CBID case management will be analyzed for all CBID participants to compare the level of functioning, health, access to services, economic empowerment and wellbeing between the two time points. The Research Institute will support appropriate pre-post statistical analysis,



identifying different ways to use datasets to explore situations of persons with disabilities (unmet needs, support requirements, access to services, impact of case management interventions) and develop the capacity of national staff and other local stakeholders to conduct analysis and develop reports on the impact of different CBID case management interventions. Analysis will be tailored to specific modules of Modular Tool and/ or all modules.

## 9. Cost Analysis of CBID Model

Financial data from Phase I implementation will be analyzed to provide evidence on the actual costs of CBID case management to support adjustments in Phase II and how to address the important issue of sustainability for the Government of Laos. The Research Institute will co-design the methodology and tools with local stakeholders, support consolidation of primary data from Phase I and completion of a secondary analysis and produce a written report with findings and recommendations.

## IV. Deliverables and Schedule

The timeline below estimates dates for all deliverables for nine (9) activities. The start date for the deliverables in 2024 is dependent on pre-Memorandum of Understanding (MOU) approval or the signing of the USAID Okard MOU with the Ministry of Labour and Social Welfare (MoLSW).

In addition to the specific deliverables below, a detailed annual work plan with associated budget and annual report on activities is expected each year (2024-2027).

### ***Activity 1: Capacity Building/ Training Package on Disability Inclusion and CBID Research Methods***

<b>Deliverable No</b>	<b>Deliverable</b>	<b>Due Date</b>
<b>Deliverable 1.1</b>	Training curriculum, materials and other resources on Disability Inclusion and CBID Research Methods (research cycle from design to publication)	<b>2025-2027</b>
<b>Deliverable 1.2</b>	Training report	<b>2025-2027</b>
<b>Deliverable 1.3</b>	Technical helpdesk support on dissemination of USAID Okard disability inclusion research and activities.  Support the local team to: <ul style="list-style-type: none"> <li>Identify global dissemination opportunities (conferences, journal publications, other platforms)</li> </ul>	<b>2025-2027</b>

	<ul style="list-style-type: none"> <li>Design, development and publication of research articles, conference presentations and other written documents for sharing globally</li> </ul>	
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**Activity 2: Capacity Building/ Training Package on Digital Storytelling on Disability Inclusion**

Deliverable No	Deliverable	Due Date
Deliverable 2.1	Training curriculum, materials and other resources on Disability Digital Storytelling for SBCC + training schedules	2025-2026
Deliverable 2.2	Training report	2025-2026

**Activity 3: Design of Research Methodology for CBID Impact Assessment Baseline and Endline surveys**

Deliverable No	Deliverable	Due Date
Deliverable 3.1	Phase II Impact Assessment Design Workshop Plan and Tools	1 February 2024
Deliverable 3.2	CBID Impact Assessment- Baseline and Endline Survey Design Plan and Workshop Report	29 February 2024

**Activity 4: CBID Impact Assessment - Baseline Survey (Phase II)**

Deliverable No	Deliverable Description	Due Date
Deliverable 4.1	CBID Impact Assessment Baseline Survey implementation plan	March 2024
Deliverable 4.2	Baseline Digital Survey Tools	March 2024
Deliverable 4.3	Training Package for local research team	March/April 2024
Deliverable 4.4	Data quality assurance report	April 2024
Deliverable 4.5	Data Analysis, Initial Report and Presentation.	May 2024

	Workshop with local stakeholders to review and validate findings	
Deliverable 4.6	Final Reporting: Baseline Impact Assessment Report and Raw data submission	July 2024

**Activity 5 : CBID Impact Assessment - Endline Survey (Phase II)**

Deliverable No	Deliverable	Due Date
Deliverable 5.1	CBID Impact Assessment Baseline Survey implementation plan co-design with local team	March 2027
Deliverable 5.2	Baseline Digital Survey Tools co-design with local team	March 2027
Deliverable 5.3	Training of Trainers Package for USAID Okard and other national researchers to train local research team	March/April 2027
Deliverable 5.4	Data quality assurance report co-conducted with local team	April 2027
Deliverable 5.5	Data Analysis, Initial Report and Presentation. Workshop co-designed and conducted with local stakeholders to review and validate findings	May 2027
Deliverable 5.6	Final Reporting: Baseline Impact Assessment Report co-written with local team and raw data submission	July 2027

**Activity 6: Revision of CBID Comprehensive Needs Assessment Tool for Case Management (CBID Modular Tool)**

Deliverable No	Deliverable	Due Date
Deliverable 6.1	Analysis report and recommendations on revised CBID Modular Tool and decision trees	March-June 2024

**Activity 7: Design of Disability Assessment Tool for Disability Determination**

Deliverable No	Deliverable	Due Date
Deliverable 7.1	Selection of relevant questions and development of a logical disability assessment tool	2024



Deliverable 7.2	Criterion scoring system + decision trees for disability assessment results linked to disability determination and eligibility for social benefits	2024
Deliverable 7.3	Recommendations for pilot testing, analysis of pilot results and adjustments for finalized disability assessment tool	2024

**Activity 8: CBID Case Management Data Analysis**

Deliverable No	Deliverable	Due Date
Deliverable 8.1	Quantitative Secondary Data Analysis Report per module and whole Modular Tool dataset	2025
Deliverable 8.2	Training on data analysis methods per module and whole Modular Tool dataset	2025
Deliverable 8.3	Feedback and coaching on local Secondary Data Analysis Reports as produced by local team	2026-2027

**Activity 9: Cost Analysis of CBID Model**

Deliverable No	Deliverable	Due Date
Deliverable 9.1	Cost Analysis Methodology and Tools	2024
Deliverable 9.2	Training of Trainers for USAID Okard team on cost analysis method, collection of primary data and consolidation	2024
Deliverable 9.3	Cost Analysis Report co-written with local team	2024+ 2027

**Expected Research Institute Qualifications**

- The Research Institute should operate within a university or a research institution and have significant experience with research studies and publications on disability inclusive development, rehabilitation and/or Community Based Inclusive Development/Community Based Rehabilitation;



- The research team should include a Senior Coordinator/Team leader at PhD level, and at least two other PhD-qualified research specialists or equivalent experience at the PhD level including advanced education, substantial research background, and a demonstrated publication record. Doctorates should be an academic discipline or professional field related to disability studies, rehabilitation, global health and/or another relevant social science;
- Proven knowledge and experience building local capacity on disability inclusion and CBID research methods including all phases of the research cycle from design to publication with participants from LMICs including people with and without disabilities.
- Proven knowledge and experience co-designing, implementing and monitoring baseline/endline assessments related to Disability Inclusive Development (DID), Community Based Rehabilitation and Community Based Inclusive Development (CBID) projects;
- Proven knowledge and experience co-designing, validating, utilizing and evaluating quantitative and qualitative survey tools to measure impact of disability on participation, access to services and wellbeing;
- Proven knowledge and experience co-designing contextualized individual disability assessment tools for case management, disability determination and screening and using validated international disability-related measurement tools framed within contemporary understandings of disability that measure the impact of health conditions and impairment on function and participation, and identification of support needs. Experience should include application of such tools for disability assessment and research studies in LMIC, specifically in the Asia and Pacific region and preferably in Lao PDR;
- Proven knowledge and experience with digitization of survey tools using web applications for data collection on mobile devices in challenging environments, building the capacity of local research teams and national stakeholders to collect high quality data, and remote database monitoring.
- Proven knowledge and experience conducting population level studies at scale using epidemiological research methodology to understand prevalence of disability;
- Excellent knowledge on global health, ICF framework, and WHO Rehabilitation 2030 initiatives.
- Demonstrate a comprehensive understanding of international ethical guidelines, regulations, and standards governing human subjects' protection in research, and demonstrate a successful track record of navigating the IRB process and obtaining approvals for a diverse range of research studies. Experience in handling IRB approvals for multidisciplinary research projects involving various fields such as health, social sciences, and others.





## Part D: Certifications

### A. Representations & Certifications

#### 1. Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b)  This contract will NOT be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; or DOES NOT have an estimated value that exceeds \$500,000. Vendors are exempt from this certification requirement.

(c)  This contract WILL be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$500,000. Vendor certifies that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

#### 2. Other Representations & Certifications

(a) If the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (b) 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 (b) applies. Skip to “3” below



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

(b) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision 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

(c) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(d) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2)  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 Federal, state or local government 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, violating Federal criminal tax laws, or receiving stolen property,

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(iii) Taxes are considered delinquent if both of the following criteria apply:



A. *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

B. *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (See FAR 52.209-5 for examples)

(e) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(f) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been



exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(g) *Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation.* By submission of its offer, the offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General)

### 3. Certification of Vendor

By signature hereon, or on an offer incorporating these Representations and Certifications, the offeror certifies that they are accurate, current, and complete, these Representations and Certifications are binding on the Vendor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Vendor.

<b>Offeror Name</b>	
<b>Signature</b>	
<b>Signatory Name</b>	
<b>Signatory Title</b>	



<b>Date</b>	
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**B. Certification Regarding Debarment, Suspension, or Proposed Debarment**

By signing and submitting this certification, the offeror certified that neither it nor any of its Principals are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or otherwise declared ineligible from participation in this transaction by any Federal department or agency.

Vendor Name: \_\_\_\_\_

Signatures: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Signatory Title: \_\_\_\_\_





Date: \_\_\_\_\_

## **ATTACHMENT A: GENERAL TERMS & CONDITIONS**

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO)/ contract, of the type, in the quantity, at the delivery date and at the price as indicated on the PO/contract. The quantity of the goods and services shall conform in all respects to the requirements of the PO/contract. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. **INSPECTION/ACCEPTANCE:** The Vendor shall tender for acceptance only those items that conform to the requirements of this purchase order/contract. WE reserves the right to inspect or test any supplies or services that have been tendered for acceptance. WE may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. WE must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. WE has unilateral authority to determine if the performance results have been met.
3. **INVOICE REQUIREMENTS:** Invoices shall be submitted prior to payment. Each invoice shall identify the Vendor's name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the purchase order number, and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by WE, payment shall be made to the Vendor as per the payment terms and in the currency stated on the purchase order.
4. **TERMINATION FOR CONVENIENCE:** WE reserves the right to terminate this purchase order/contract, or any part, for its convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the purchase order, the Vendor shall be paid a percentage of the purchase order price reflecting the percentage of the work performed prior to the termination.
5. **TERMINATION FOR CAUSE:** WE reserves the right to terminate this purchase order/contract, or any part, for cause in the event of any defaults by the Vendor, or if the Vendor fails to comply with the terms and conditions of the purchase order/contract, or fails to provide WE with adequate assurances of future performance. In the event of termination for cause, WE shall not be liable for any amount of supplies or services not accepted, and the Vendor shall be liable to WE for any and all rights and remedies provided by law.
6. **WARRANT:** Vendor warrants that the goods and/or services delivered and rendered hereunder conform to the purchase order/contract requirements, are free of latent defects, and are merchantable and fit for use for the



particular purpose described in the purchase order (or, if no such purpose is specifically described, for the purposes for which the goods or services, as applicable, are ordinarily used).

7. CHANGES: Changes in the terms and conditions of this purchase order may be made only by written amendment issued by WE.

8. RISK OF LOSS: Unless the purchase order/contract specifically provides otherwise, risk of loss or damage to the supplies provided under this purchase order shall remain with the Vendor until, and shall pass to WE upon delivery of the supplies to WE at the destination specified in the purchase order. This clause is applicable to goods only.

9. CONFLICT OF INTEREST: Vendor agrees that there is no conflict of interest in accepting this purchase order/contract, which might affect the ability to conduct fair and useful technical assistance on behalf of WE.

10. CONFIDENTIALITY: The Vendor agrees to treat all information provided by WE or gathered during the course of providing services as confidential and privileged and to not publish or disseminate such information or otherwise share such information with any third party without the written consent of WE.

11. RIGHTS IN WORK PRODUCT: Vendor agrees that WE retains the entire right, title and interest in all deliverables, data, and other intellectual property produced by the Vendor under this agreement (collectively "Work Product"). Vendor agrees that the Work Product is specially commissioned and works made-for-hire, and that WE is deemed the author for copyright purposes. To the extent that any Work Product is not deemed work made-for-hire, Vendor hereby assigns to WE all its right, title and interest in such Work Product.

12. PRICES: The Prices (Unit Prices and extended prices) specified in the purchase order/contract are firm, fixed, all-inclusive total prices including all taxes or duties as may be applicable, and covering performance of all of Vendor's obligations under the purchase order, including, but not limited to, delivery of the goods and/or services in accordance with the purchase order delivery term and performance of all associated and related services.

13. LIQUIDATED DAMAGES: Both parties acknowledge that the time fixed for delivery in this Purchase Order/contract is of the essence as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages WE will suffer in the event of Vendor's delayed performance. In the event of delay in performance, WE reserves the right, in addition to any other remedies under this PO, to retain as liquidated damages from any payment due the Vendor an amount equal to one percent (1%) of the cost of the PO for every complete week of delay or a part thereof, reckoning from the time fixed by the PO. The total amount of the liquidated damages shall, however, be limited to ten percent (10%) of the value of the delayed contract. The parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm they have been negotiated and agreed upon.

14. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for disbarment, excluded or otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency,

15. IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING: The Vendor 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. This includes individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.

16. MANDATORY DISCLOSURES/ANTI-TRAFFICKING:



- a. Vendor must disclose to WE any credible evidence received that alleges fraud, conflict of interest, bribery, or gratuity violations potentially affecting this purchase order or the Prime Contract/Agreement. Vendor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee's disclosing such information to WE, a Member of Congress, or an authorized official of a Federal agency. Disclosures of credible evidence must be submitted to the WE Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.WEI.ethicspoint.com](http://www.WEI.ethicspoint.com).
- b. WE is committed to high standards of ethics and integrity including the prohibition of actions that would support trafficking in persons and procedures to prevent such acts and report any violations. As such, WE's Anti-Trafficking Policy is incorporated into this purchase order. This policy prohibits WE and its partners, consultants, vendors, and other agents from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. This policy also requires that Vendor immediately report to WE any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this purchase order. Violations of the WE Anti-Trafficking Policy must be reported to the WE Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.WEI.ethicspoint.com](http://www.WEI.ethicspoint.com).
- c. By signing this Agreement, the Vendor confirms that the Vendor has read, understands and agrees to comply with the WE/WE Anti-Trafficking Policy attached or posted at [www.WEI.com](http://www.WEI.com).

17. **COMPLIANCE WITH LAWS:** Vendor explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including, as applicable, 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. If this is a Purchase Order for services, Vendor also shall not discriminate against any of the intended beneficiaries of the program for which services are provided, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through the program on the basis of any factor not expressly stated in this agreement.

18. **ANTI-LOBBYING:** The Vendor, by signing this purchase order/contractor, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person 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 on its behalf in connection with the awarding of this purchase order.

19. **REMEDIES:** Violation of any of the terms and conditions of this agreement constitutes grounds for termination of the assignment and may result in the Vendor being barred from future assignments with WE. The exercise of these rights does not limit WE's right to also seek any and all other legal remedies.

20. **INDEMNIFICATION:** The Vendor shall indemnify and hold WE harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Vendor's negligence, willful misconduct, breach of this agreement, or other legal wrong-doing in any way connected with activities under this Agreement.

21. **DISPUTES:** In the event of any claims or disputes arising from or relating to this Purchase Order, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they fail to reach such a solution within sixty (60) days, either Party may refer the matter to arbitration, which shall be the exclusive method of resolving such disputes. The arbitration shall be conducted in Boston, Massachusetts or, if WE determine at its sole discretion it would be more convenient, in the country of performance. The arbitration shall be administered by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its International Arbitration Rules before a single



arbitrator appointed in accordance with such rules. The results of arbitration shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment may be entered upon the award in any court of competent jurisdiction.

22. FORCE MAJEURE: Neither party shall be liable in damages for any default in performing hereunder if such default is caused by a force majeure event, including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

23. GENERAL:

a. This Purchase Order is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Purchase Order may be amended only by an instrument executed by the authorized representatives of both parties.

b. Every provision of this Purchase Order is intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this agreement, and all other provisions of this agreement shall remain in full force and effect.

c. This Purchase Order shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.



## ATTACHMENT B: FUNDER REQUIRED CLAUSES

1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.

(a) This contract incorporates one or more clauses by reference. When applicable, these clauses are given the same force and effect as if they were given in full text. Upon request, WE will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):

<https://www.usaid.gov/ads/policy/300/303maa>

(b) For purposes of the those clauses that provide for rights, obligations and procedures effecting the Government’s rights and WE’s obligations under the prime agreement, references to the “Recipient” or “Contractor” shall mean “Vendor” and “Award”, “Agreement” or “Contract” shall mean “Purchase Order”; references to the “Government” shall mean the “Government and WE”, “the Contracting Officer” shall mean the “Contracting Officer and WE.” In all other instances, references to the “Government” shall mean “WE;” references to the “Government Agreement Officer” shall mean the “WE.”

<b>USAID Standard Provisions for U.S. Nongovernmental Organizations</b> <b>(ADS Reference 303maa - Mandatory Reference for ADS 303)</b>		
<b>Number</b>	<b>Title</b>	<b>Date</b>
M3	NONDISCRIMINATION	JUNE 2012
M8	USAID ELIGIBILITY RULES FOR GOODS AND SERVICES	JUNE 2012
M17	TRAVEL AND INTERNATIONAL AIR TRANSPORTATION	DECEMBER 2014
M18	OCEAN SHIPMENT OF GOODS	JUNE 2012
M20	TRAFFICKING IN PERSONS	APRIL 2016



M24	PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS	SEPTEMBER 2014
M26	PROHIBITION OF REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	MAY 2017
M29	NONDISCRIMINATION AGAINST BENEFICIARIES	NOVEMBER 2016
RAA5	VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	JANUARY 2009

2. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled, “USAID HIV/STI Prevention and Condoms.” This fact sheet may be accessed at: <http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>

The prime recipient must flow this provision down in all subawards, procurement contracts, or subcontracts for HIV/AIDS activities.

3. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)

(a) This U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) (1) Except as provided in (b)(2), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(2) The following organizations are exempt from (b)(1):

- i. The Global Fund to Fight AIDS, Tuberculosis, and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.



- ii. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors
- iii. Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

- i. providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- ii. providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- iii. providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities

(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.