



November 14, 2018

SUBJECT: INTER-AMERICAN FOUNDATION (IAF) PROFESSIONAL LOCAL LIAISON ADVISORY SERVICE (LLAS) CONTRACTOR FOR GUATEMALA AND BELIZE

Dear potential applicants.

The Bureau of the Fiscal Service, on behalf of the Inter-American Foundation (IAF), is seeking applications from qualified citizens living in Guatemala to provide services as an LLAS Contractor in Guatemala and Belize under a Personal Services Contract (PSC), as described in the following solicitation: 20343119Q00002. This document describes the job of the LLAS Contractor. Please read it carefully.

This contract will be awarded for a twelve-month Base Period and four (4), twelve-month Option Periods in accordance with the following Statement of Work (SOW) and Contract Terms and Conditions. Option periods are not guaranteed and will be exercised at the discretion of IAF based, in part, on the Contractor's performance. The number of hours needed for this position is estimated at full time in the Base and Option Periods. The estimated base period salary with benefits for this LLAS Contractor position is estimated at \$81,680.25; but may be negotiated based upon capabilities to perform, qualifications, educational background, experience, previous salary and work history. The LLAS Contractor position may have optional sub-contracting possibilities available for an Administrative Assistant, and a Technical Consultant.

The applicant assumes full responsibility for ensuring that their responses are received at the place as delineated herein and by the date and time identified below. The Respondent assumes full responsibility for ensuring electronic submissions are formatted in accordance with Security Requirements. The following file extensions are unacceptable: BAT; CMD; EXE; PIF; RAR; SCR; VBS; HTA; AND CPL FILES. Microsoft Office compatible documents and Adobe PDF are acceptable. Submitted materials with unacceptable or unreadable formats may be found non-responsive.

Applications shall be e-mailed to purchasing@fiscal.treasury.gov, with the subject line "Applications for 20343119Q00002 LLAS CONTRACTOR, Attn: RGoff/PWhite and received on or before 2:00 pm EST, December 14, 2018. Late or incomplete applications will not be considered. Only complete applications submitted to the e-mail address above will be considered.

A complete application shall include the following six (6) items:

1. Provide a Cover Letter in Spanish that demonstrates the applicant's capability to perform each of the required work responsibilities identified in the SOW.
2. Provide a resume or Curriculum Vitae (CV) that demonstrates the applicant has the required qualifications identified the statement of work. Furthermore,
 - a. The resume or CV must be written in Spanish
 - b. Write "20343119Q00002 LLAS CONTRACTOR" on the front page of the resume or CV.
 - c. Applicant should hand sign the last page of the resume or CV.
3. A list of three (3) references with contact information (telephone number and if available, email).
4. A copy of applicant's educational diploma.
5. A copy of applicant's identification card with photograph (driver's license, national identification card, or passport acceptable).
6. Provide applicant's salary history for last three jobs.

Thank you for your interest in IAF. We look forward to reviewing your application.

Paul White
Contracting Officer
Fiscal Service/OSS/DPS

INSTRUCTIONS TO APPLICANTS:

The Government will evaluate applications in the following phases:

1.0 EVALUATION OF APPLICATIONS: QUALIFICATIONS

Evaluation Criteria 1: Technical Capability

Applicants shall provide a **Cover Letter** that clearly and sufficiently addresses in written form their capabilities to perform each of the work responsibilities identified in the Statement of Work (3 pages herein).

GO / NO-GO Factors: Late or incomplete applications will not be evaluated and will be considered non-responsive. A complete application shall contain the following items or documentation of these factors:

- ____ 1. A CV/resume, written in Spanish or English demonstrating the ability to perform the required services as described in the SOW with the applicant's signature on the last page of the CV or resume.
- ____ 2. The candidate currently resides in Guatemala,
- ____ 3. The candidate possesses a B.A. or better, in an appropriate field,
- ____ 4. Has at least 10 years of professional experience working in grassroots development, business development, economic development, banking, monitoring and evaluation, and/or management of international development programs. At least half of this experience must be in-country (Guatemala),
- ____ 5. Is fluent in Spanish.

2.0 Application Evaluation Process

Applicants qualified for this position shall demonstrate, in the documents/information submitted and through the Application Evaluation Process described in Section 1.0, the ability to provide the services as described in the attached Scope of Work (SOW) as they apply to the following evaluation criteria:

Phase I – Initial Review

(A) EVALUATION CRITERIA 1 – REQUIRED TECHNICAL CAPABILITY

- A bachelor's degree, or better, from an accredited university in social science, humanities, or a related field.
- High level of motivation, personal commitment, and ethical standards.
- Native in spoken and written Spanish
- Willingness to travel extensively throughout Guatemala and Belize
- Demonstrated ability to operate independently in high visibility, high-pressure environments and operate in complex office environment, emergency and/or political crisis situations with minimal supervision.
- Knowledge of grant management.

(B) EVALUATION CRITERIA 2 – REQUIRED EXPERIENCE

- Experience working with marginalized groups and/or community-based enterprises in Bolivia.
- Experience managing client relationships, especially in a grants management, banking, business development, or international development context.
- Experience with financial management/accounting and preparation of programmatic and financial reports.
- Experience monitoring or evaluating international development programs and/or monitoring development projects within Guatemala and Belize.
- Experience in business development, finance, banking, auditing, monitoring and evaluation, and/or management of international development programs in Guatemala and Belize.
- Experience working with international donors.
- Experience with grant management.

- Experience with participatory development methods.

PHASE II – Interview

All interviews will be completed with the same interviewer(s). If more than one individual conducts each interview, each interviewer will complete an individual interview evaluation score sheet and a consensus interview score will be agreed upon by all interviewers.

Questions asked during the interview will be consistent among applicants and relevant to the requirements as described in the solicitation. An individual record of questions asked and responses received from the applicant will be included with this worksheet as documentation supporting the chosen rating.

Phase III – Reference Check

The Evaluation Panel will select applicant(s) from Phase II for the reference check. The reference questions will be consistent for all past performance references and will be relevant to similar work performed in comparison to this requirement. A record of references contacted, questions asked, and responses received will be included with this worksheet as documentation supporting the chosen rating.

IAF will practice diligence to contact all references provided for applicants being considered for Award. However, time will dictate the number of contacts made. If at all possible, at least 1 direct reference contact should be made for all applicants considered for award.

If an applicant has received negative reference responses, fair opportunity to address such will be given, in compliance with FAR 15.305(a)(2)(ii).

3.0 AWARD

An offer for award will be made to the applicant receiving the highest score in Phase II, considering references and availability. If the offer is not accepted, the Government reserves the right to make an offer to the next preferred applicant without further discussion.

The Contractor shall obtain a satisfactory security certification through the United States Embassy within ninety (90) days of the effective date of the contract. This certification will be initiated and costs assumed by IAF.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 20		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 20343119Q00002		6. SOLICITATION ISSUE DATE 11/14/2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROBERT GOFF			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 12/14/2018 1400 ET	
9. ISSUED BY Bureau of the Fiscal Service Division of Procurement Avery 5F 200 Third Street Attn: R. Goff Parkersburg WV 26101				CODE FSA-RGOFF	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 813219 SIZE STANDARD: \$38.5			
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO		CODE	16. ADMINISTERED BY		CODE	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE		
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Bureau of the Fiscal Service, on behalf of the Inter-American Foundation (IAF), is soliciting applications from qualified citizens living in Guatemala to provide Local Liaison Advisory Services (LLAS), as a Contractor, under a Personal Services Contract in Guatemala and Belize as described in this solicitation. The award is intended to result in a firm-fixed price contract for a one (1) year base period and four (4), one (1) year option periods in <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED		
				PAUL C. WHITE				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>accordance with the attached Statement of Work (SOW) and contract terms and conditions. Option periods are not guaranteed and will be exercised at the discretion of IAF based on contractor performance.</p> <p>Proposals shall be submitted no later than December 14, 2018 before 2:00pm EST. Period of Performance: 08/20/2019 to 10/19/2024</p>				
0001	<p>Base Period: Local Liaison Advisory Service Contractor for Guatemala and Belize in accordance with the SOW and other supporting documents. Period of Performance: 08/20/2019 to 08/19/2020</p>				
0002	<p>Option Period 1: Local Liaison Advisory Service Contractor for Guatemala and Belize in accordance with the SOW and other supporting documents. Period of Performance: 08/20/2020 to 08/19/2021</p>				
0003	<p>Option Period 2: Local Liaison Advisory Service Contractor for Guatemala and Belize in accordance with the SOW and other supporting documents. Period of Performance: 08/20/2021 to 08/19/2022</p>				
0004	<p>Option Period 3: Local Liaison Advisory Service Contractor for Guatemala and Belize in accordance with the SOW and other supporting documents. Period of Performance: 08/20/2022 to 08/19/2023 Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

20343119Q00002

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Option Period 4: Local Liaison Advisory Service Contractor for Guatemala and Belize in accordance with the SOW and other supporting documents. Period of Performance: 08/20/2023 to 08/19/2024				

PERSONAL SERVICES CONTRACT (PSC) ADDITIONAL TERMS, CONDITIONS, AND CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JAN 2017)

1052.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (DEVIATION 2017-00001) (JULY 2017)

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

- (a) The COR(s) are named on the award form. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

1052.210-70 CONTRACTOR PUBLICITY (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered during the evaluation of past performance.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the final 30 days of each contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.225-14 Inconsistency between English Version and Translation of Contract (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)**LAPSE FUNDING**

In the event of a lapse funding resulting in a government shutdown, the status of Fiscal Year funding and any necessary action required of the Contractor will be made available at the following website: https://www.fiscal.treasury.gov/fsfaq/fs_doing_business.htm. It is the Contractor's responsibility to monitor this website for information regarding Fiscal Year funding.

1052.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.(DEVIATION 00002)(JANUARY 2016)

- (a) *Definition.* As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies—

- (1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another

similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;

- (2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

- (b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such language, provision, or clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

- (3) Any such language, provision, or clause is deemed to be stricken from the CSA.

- (c) Paragraph (b) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

INVOICES/PAYMENTS

The Contractor shall submit invoices and timesheets to the COR or designee for time worked on a monthly basis. Any overtime hours claimed must be accompanied by the associated written request and COR advance approval for compensatory time off as indicated in Article 7. Payment shall be made upon approval of the invoice, timesheet, and required reports by the COR by electronic fund transfer. The COR or designee, on behalf of the Contractor, will then submit invoices electronically to the e-mail address shown in Block 18a, page 1 of the contract. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable.

PAYMENT AND INVOICE QUESTIONS (FOREIGN BANK ACCOUNT)

For Payment and Invoice questions, contact Accounting Services Division, Pensions, Grants and Loans branch at 304-480-8300 or via email at ForeignMisc@fiscal.treasury.gov. Invoices shall be submitted via email to ForeignMisc@fiscal.treasury.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to electronic funds transfer (EFT): If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an EFT. This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS

The Contractor shall ensure the contract number is clearly visible on all shipping/service documents, containers, and invoices.

PERFORMANCE EVALUATION

This award is subject to a performance evaluation via the Contractor Performance Assessment Reporting System (CPARS) at www.cpars.gov. Following the end of each 12 month performance period and at completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Contracting Officer. The final evaluation of the Contractor's performance is the decision of the Contracting Agency and will be reviewed at least one level above the Contracting Officer. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2018) ((Deviation 2017-00001) (JULY 2017))

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
 - (4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
 - (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
 - (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - (4) [52.203-17](#), Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).
 - (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109- 282) ([31 U.S.C. 6101 note](#)).
 - (6) [Reserved].
 - (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
 - (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
 - (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
 - (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

- ___ (11) [Reserved].
- ___ (12)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ___ (13)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- ___ (14) [Reserved]
- ___ (15)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (16)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (17) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (18)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ___ (19) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (20) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- _X_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (29) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- _X_ (31) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- _X_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (35) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (36)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (37) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

- ___ (38) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (39)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (40)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (41) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (42)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- _X_ (43) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (44) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (45) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- _X_ (46)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (47) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (48)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of [52.225-3](#).
- ___ (iii) Alternate II (May 2014) of [52.225-3](#).
- ___ (iv) Alternate III (May 2014) of [52.225-3](#).
- ___ (49) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- _X_ (50) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (51) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (52) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (53) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (55) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (57) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (58) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ___ (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (60) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- ___ (61)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- ___ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
 - (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
 - (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
 - (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
 - (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
 - (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xxviii)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of [52.224-3](#).
 - (xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52-249-12 – TERMINATION (PERSONAL SERVICES) (1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

**Inter-American Foundation
Statement of Work
Local Liaison Advisory Services (LLAS)**

BACKGROUND

Created by Congress and established as part of the Foreign Assistance Act of 1969, the Inter-American Foundation is an independent agency of the United States government that channels development assistance directly to the organized poor development in Latin America and the Caribbean. The IAF responds with grant support to the best ideas it receives in response to its call for proposals. Successful proponents offer grassroots solutions to the problems of poverty, demonstrate substantial beneficiary participation in the design and management of their projects, and contribute counterpart resources in cash and in kind toward the success of their efforts. Since beginning operations in 1972, the Inter-American Foundation has awarded nearly 5,000 grants, valued at more than \$700 million, to fund projects in agriculture, enterprise development, education and training, environmental conservation, culture, housing, and health care and other services.

The position is located in Country and reports directly to the IAF Foundation Representative.

DUTIES AND RESPONSIBILITIES:

Program Development and Management

- Prepare and submit monthly work plans, reports and invoices.
- Contribute to the analysis of grant proposals as requested by the IAF representative;
- Keep IAF representative apprised of important events in country and the situation of grantees in the country;
- Facilitate communication between IAF grantees and IAF staff and contractors, such as Data Verifier and Auditor including coordination and exchange of information virtually or through face-to-face periodic meetings.
- Assist in monitoring and managing the portfolio, may help with outreach related to the IAF program in these countries and provides in-country support on a variety of program-related, logistical and administrative issues and activities.
- Participate in an orientation visit with all new IAF grantees. This may be conducted in conjunction with the FR, auditor and data verifier.
- Conduct visits with FR to each IAF-funded project in this country approximately once per year, or as requested, to review project activities, progress, accomplishments, and provide in-depth analysis to the IAF.
- Review grantee financial, programmatic and other related reports, and provide comments to the FR and grantees.
- Attend meetings with donor agencies, public officials, and/or with public and private sector entities who are interested in collaborating to support grassroots development through partnerships, resource mobilization, or public education about grassroots participatory development.
- Manage technical consultants as needed.
- Facilitate ongoing exchanges among IAF grantees within country, including developing and establishing a system for grantees to request exchange opportunities, recommending possible exchange ideas to grantees and FR, and providing support with travel, lodging and logistics.
- Facilitate the coordination and exchange of information with other IAF contractors in country virtually and through periodic meetings.

Technical Support

- Provide guidance to grantees in topics such as: incorporating efficient management and institutional strengthening practices for NGOs; designing strategic work and fund-raising plans;

incorporating best practices for engaging target populations; implementing successful programs and project activities; supporting and encouraging the formation of democratic and participatory practices; analyzing program impact within local and national contexts, or any others as they arise.

- Arrange for the provision of technical assistance to grantees on specialized topics upon request by the grantee. Identify learning topics and assist in identifying other consultants who can carry out learning projects. May supervise multiple technical consultants providing technical support to grantees or carrying out research projects on the portfolio.
- Accompany the FR and other IAF staff and contractors on visits as requested;
- Orient grantees to IAF grant agreements, administrative and reporting procedures.
- Facilitate provision of technical assistance and capacity building to IAF grantees.
- Conduct visits and organize regional presentations of information to organizations that wish to submit proposals for funding to the IAF, being sure to clarify all necessary application criteria and requirements. Provide same information to potential proponents by telephone and email as necessary.
- Conduct occasional IAF information dissemination events targeted at community-based groups and other development actors who are interested in economic development at the local level and community initiated partnerships with local governments.
- Conduct or participate in occasional additional activities, e.g., presentations, speeches, delegations, writing articles, etc.
- Review proposals, as referred by Foundation Representative, and participate in screening visits; Conduct research on proponent organizations and their proposed activities

Travel and Logistics Coordination

- Organize, plan and coordinate the IAF representative and other IAF staff, board or delegation visits to country
- Coordinate and conduct at least one field-based learning exchange for grantees per year in order to facilitate the sharing of information about lessons learned, best practices, and program results with respect to current IAF grants/projects. The agendas and other details for the learning exchanges will be decided in the work plan.
- Participate in and facilitate the coordination of exchanges with IAF grantees in other countries.
- Coordinate or attend conferences in country and assist with the planning and logistics as requested.

Other

- Performs other duties as assigned.
- The Contractor is subject to worldwide availability and may be requested by the IAF to perform temporary duties (TDY) or attend conferences/meetings as required and to travel to other assignments within IAF as assigned. Any such reassignment or transfer shall be subject to agreement of the Contractor. The Statement of Work as defined will remain the same; however the duties may be subject to change as determined by the Contracting Officer.

REQUIRED QUALIFICATIONS:

1. A bachelor's degree or higher from an accredited university in business administration, management, public administration, finance, community development, economics, sociology or a related field.
2. Minimum of ten years of professional experience working in grassroots development, business development, economic development, banking, monitoring and evaluation, and/or management of

international development programs. At least half of this experience must be in country of performance.

3. Reside in country of performance
4. Fluency in language of country of performance
5. Experience working with marginalized groups and/or community-based enterprises
6. Experience managing client relationships, especially in grants management, banking, business development, or international development context
7. Ability to travel throughout country/region
8. Experience with participatory development methods
9. Competence with standard Microsoft Office suite of computer programs – Word, Excel, etc.
10. Network of contacts in host country (government, NGO, etc.)

DESIRED QUALIFICATIONS

1. Experience working with U.S. Federal Government
2. Experience working with grant management
3. Knowledge of IAF priorities
4. Valid driver's license

Attachment A – Active Grants List – Guatemala and Belize

Attachment B – ADV Pay Guide

Attachment C – ADV Pay Form

Attachment D – Questions for References - English

Attachment E – PSC Contract Articles Template

Attachment F – Contractor's Release Form

SOLICITATION PROVISIONS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: <https://www.acquisition.gov/far/>

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

- (a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) *Representation.* The offeror represents that—

- (1) It is, is not an inverted domestic corporation; and
- (2) It is, is not a subsidiary of an inverted domestic corporation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Personal Service Contract with firm-fixed-pricing resulting from this solicitation..

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Ms. Keri Moore
Compliance & Policy Branch Manager

U.S. Department of the Treasury, Bureau of the Fiscal Service
Keri.Moore@fiscal.treasury.gov

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications.

- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)).

(c) Representations required to implement provisions of Executive Order 11246—

- (1) Previous contracts and compliance. The offeror represents that—
- (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It has, has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that—
- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
 - (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(d) 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.

(e) 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.
 - (i) 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.

(ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(f) Ownership or Control of Offeror.

- (1) The Offeror represents that it has or does not have an immediate owner. **If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.**
- (2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:
 Immediate owner CAGE code:
 Immediate owner legal name:
 (Do not use a “doing business as” name)
 Is the immediate owner owned or controlled by another entity: Yes or No.
- (3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
 Highest-level owner CAGE code:
 Highest-level owner legal name:
(Do not use a “doing business as” name)

- (g) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.**

- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) 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).

(End of provision)



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IAF Grants in Guatemala

Federación Comercializadora de Café Especial de Guatemala (FECCEG) will hire a US-based sales representative and will purchase equipment to use in fairs, business meetings and marketing events in order to access the North American coffee retail market. Grant activities will benefit approximately 2,000 Guatemalan farmers directly and some 17,000 indirectly.

Asociación de Mujeres del Altiplano de Quetzaltenango (AMA) will train 150 indigenous weavers from Quetzaltenango and Sololá and offer them the technical assistance necessary to produce merchandise of consistently high quality that appeals to an international clientele. AMA will give the indigenous weavers the opportunity to attend trade fairs in Guatemala and abroad.

Sa Qa Chol Nimla K'aleb'aal (SANK) will work in 100 communities in the municipalities of Chisec and Raxuhá in Alta Verapaz, to conform the possession and ownership of land to Q'eqchi' tradition; to raise awareness of environmental degradation; and to train farmers in the advantages of crop diversification and the risks associated with monocropping and the overuse of pesticides.

Fundación ProPetén (PROPETEN) will work with three Q'eqchi' communities in the municipalities of Poptún and San Luis, Petén, to formalize their operational structure and will provide selected farmers technical assistance with growing and selling cacao.

Asociación Agropecuaria y Artesanal para el Desarrollo, El Buen Sembrador (EBS) will work with member families to increase production of peas, broccoli and carrots for sale to buyers who pay better prices for volume purchases. Staff will receive the training necessary to improve operations, encourage the participation of women, develop a business plan and identify new buyers. The work will benefit 150 Guatemalans directly and 900 indirectly.

Asociación de Comunidades Campesinas Indígenas para el Desarrollo Integral de Petén (ACDIP) will inform residents of 150 communities in the department of Petén of the benefits and risks of current programs to clear title to land and will introduce methods to manage land that are consistent with indigenous practices. It will develop educational materials in Spanish and Q'eqchi' for the residents, government officials and international donors.

Asociación Para el Desarrollo Sostenible de la Juventud (ADESJU) will offer a program of sports and cultural activities to 750 young indigenous Maya Guatemalans in 25 affiliated community-based youth groups. It expects to demonstrate to municipal authorities of Chiantla and Aguacatán that sports and cultural activities decrease the number of young people who join gangs, abuse alcohol and drugs, drop out of school, and migrate to Mexico or the United States.

Proyecto de Salud Sangre de Cristo (PSSC) will work in four schools to improve the diet and overall health of children and parents in marginal communities in the municipalities of San Pedro Ayampuc and Chinautla, department of Guatemala. Data collected on indicators of good health and nutrition should confirm the effectiveness of the program.

Asociación de Abogados y Notarios Mayas de Guatemala (AANMG) will work to enable farmers in the

community of Se'konon to obtain clear title to land, diversify crops and develop a more reliable food supply. The results will benefit 300 families.

Asociación Semilla Nueva (SEN) will work with 250 farmers from 25 communities located on Guatemala's southern coast, providing them technical assistance in drought-resistant agriculture and assisting them in forming long-term alliances with municipal governments.

Coordinadora de Asociaciones Campesinas Agropecuarias de Petén (COACAP) will work with 99 indigenous Q'eqchi' families in southern Petén to diversify crops toward the development of a more reliable food supply so that they remain on their land and in their community. The grant is expected to benefit another 500 Q'eqchi' families indirectly. Training for staff should improve COACAP as an organization.

Asociación Seres (SERES) will implement a leadership program ("program") for youth from Guatemala and El Salvador. The program will foster agency, awareness about citizens' rights and the use of natural resources, as well as leadership skills among youth from Guatemala and El Salvador so that they can become proactive citizens in order to make their communities flourish. The program will directly benefit some 1,500 youth representing at least thirty organized groups from several departments of Guatemala and El Salvador.

Asociación de Mujeres Adelina Caal Maquín (ACM), an organization of Mayan women, will work with residents of 20 Q'eqchi' communities to diversify crops, protect natural resources, develop a more reliable food supply and launch a farmers' market. Forty students will attend ACM's junior high school where they will study academic subjects as well as agricultural practices that they will teach to ACM's members. The work will benefit 680 indigenous Q'eqchi' directly and another 300 indirectly.

Alcaldía Maya de Canillá (AMC), will build cohesion among its members residing in 36 communities in the municipality of Canillá and develop the administrative and operational skills needed to formalize a long-term partnership with the municipal government and with the development councils of each community represented. Its proposal includes the creation of municipal offices representing the interests of young people and women. The training and negotiations will directly involve 172 Quiché Guatemalans directly and benefit another 10,000.

Molokjino'jib'alMayib' Ixoqib' (MOLOJ) will raise awareness on the importance of diversity in government so that marginalized groups and communities are represented, encourage respect for indigenous women and further their participation in civic life. The work will directly involve 500 indigenous women and benefit some 2,500 other Guatemalans.

Asociación de Retornados Guatemaltecos (ARG) will develop a strategic plan for the next five years its efforts at easing the transition of migrants who return to Guatemala. Goals include an expanded membership; the acquisition of skills in administration, negotiation and fundraising; and the organization's engagement with the municipality of Guatemala City and the Guatemalan Secretaría del Migrante toward long-term partnerships. The planning process, training and outreach will involve 14 Guatemalans and benefit another 500.

Asociación Coordinación Regional de Cooperativas Integrales (CORCI) will invest in the production of vegetables aimed at export markets (sweet peas, broccoli, carrots and others) in order to boost its members' income. CORCI staff will receive training to strengthen the association's operational capacity, increase the rate of participation for women and develop a business plan. About 240 beneficiaries will benefit directly and approximately another 1,000 will do so indirectly.

Cooperativa Integral de Comercialización Carmelita (CARMELITA) will develop its ecotourism business to enhance earning potential for its members and improve sustainable business practices. Over a three-year period, CARMELITA's members will invest in infrastructure, training, exchanges and

equipment, and will engage government officials to ensure compliance with local tourism regulations. The grant will benefit about 80 individuals directly and another 380 individuals indirectly.

The Asociación de Comunidades Forestales de Petén (ACOFOP) will obtain the proper permits to sustainably harvest renewable resources from the Mayan Biosphere Reserve, develop a strategy to secure authorization to develop environmentally responsible economic activities in other protected areas and strengthen a network of community residents that will document how they benefit from these activities. Some 500 people will benefit directly and 7,800 indirectly from these grant activities.

The Asociación Barillense de Agricultores (ASOBAGRI) will provide training and technical assistance to improve the association's coffee production, introduce new crops, launch a coffee shop and provide working capital for a brand of fair trade coffee started by local youths. Grant activities will prioritize the participation of women and youth and benefit 1,238 people directly, 7,428 indirectly.

Asociación de Dirigentes Comunitarios (ASDIC) will carry out activities to scale up its agribusiness enterprise, as well as to upgrade the technology in its community-based high school. ASDIC, which produces mushrooms, peas and sweet peas, will work to increase yields and improve marketability for its products by obtaining official safety and quality certifications. ASDIC provides jobs and income for more than 250 families and also runs a community-based high school, which is the only educational option for residents of some 14 communities in the municipality of San Antonio Palopó, Sololá. ASDIC will also promote women in key leadership positions within the organization and the community, and will monitor students and graduates of its high school to identify trends in job placement and migration patterns. About 120 families from Sololá will benefit directly, and 265 indirectly.

Asociación de Forestería Comunitaria de Guatemala Ut'z Che' (UTZCHE), a network of 40 grassroots organizations working on agroecology and natural resource management across Guatemala, will strengthen the technical capacities of 15 of its member organizations in the western highlands and encourage sustainable natural resource management. UTZCHE will carry out field training sessions in which farmers learn about topics related to the risks of continuously growing one type of agriculture product in the same space, as well as challenges resulting from overusing pesticides. Instead they will promote the advantages of crop diversification, and recognize farmers competitions for the most diversified and well-kept farms. Additionally, UTZCHE will work with other Guatemalan IAF partners and with local governments to obtain ongoing further support. Grant activities will benefit approximately 500 people directly and 30,000 indirectly.

Asociación Seres (SERES), Asociación para el Desarrollo Sostenible de la Juventud (ADESJU), and Asociación para el Desarrollo Comunitario Qanil (QANIL) will jointly manage a comprehensive leadership, governance, educational, and economic opportunity program for youth 15-30 years of age from the western highlands. The three organizations through a steering committee will implement a leadership and governance training program, provide 30 scholarships and 10 internships and will oversee the management of a subgrant fund to initiate 12 youth led microenterprises. Grant activities will benefit 60 youth directly and some 300 indirectly.

Asociación Lambda (LAMBDA) Latin America has the highest rates of economic exclusion and violence against the LGBTI community in the world, especially in Central America, and nongovernmental organizations in the region are reporting more LGBTI migrants fleeing El Salvador, Guatemala, and Honduras in search of safer living conditions. Asociación Lambda (LAMBDA) will help improve the livelihoods of young LGBTI people through support to four incipient grassroots groups from the departments of Izabal, Jalapa, Quetzaltenango and San Marcos by providing training on management, governance, leadership and entrepreneurship. These groups, with support from LAMBDA, will develop strategies for including the LGBTI community in the broader economic and democratic life of their respective departments. Specifically, LAMBDA will coordinate three public events to discuss the state of affairs of the LGBTI population in the countryside and will also manage a sub-grant fund to create eight microenterprises. This grant is part of a broader IAF initiative focused on supporting economic prosperity, democracy, and governance consistent with the U.S. Strategy for Engagement in Central America. Grant activities will benefit 100 people directly and approximately 500 indirectly.

Asociación de Desarrollo Comunitario Qanil (QANIL) During the last several years, thousands of Guatemalan youth have been leaving their homeland in search of new opportunities. Evidence suggests that youth who choose to remain in their communities possess strong ties to them, expressed through a sense of inclusion and belonging, particularly when they have access to educational and income generating opportunities and the possibility to be part of local decision-making. QANIL seeks to improve the livelihoods of youth from the departments of Huehuetenango, San Marcos, and Quetzaltenango by providing training on governance, leadership, and negotiation techniques designed to help them access greater economic and leadership opportunities in the local economy and civic life. In so doing, QANIL will develop plans to engage the local government, the private sector, and civil society to develop partnerships to obtain financial and in-kind support for income generating activities and for initiatives that enable the participation of youth in the civil and democratic life of their communities. QANIL will also develop a multiyear strategic plan, obtain legal status, and engage in fundraising activities to ensure sustainability beyond IAF support. Grant activities will benefit 60 youth directly and approximately 240 indirectly.

Red Maya, Cedimujer (REDMAYA) Young women in the western highlands of Guatemala often face pressure to leave their country to seek better economic opportunities or to flee violence. Red Maya Cedimujer (REDMAYA) provides training to young people to better engage with local government and to create educational and income generating opportunities in their communities. At the IAF, we support community-led solutions to strengthen governance and economic prosperity in Guatemala. REDMAYA's activities assist communities to propel their own development and advocate for government transparency. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America.

Sociedad Civil de Nombre Organización, Manejo y Conservación (OMYC) Indigenous Guatemalans living in Petén lack opportunities to prosper in their home communities. Sociedad Civil de Nombre Organización, Manejo y Conservación (OMYC) works to create opportunities for the residents of the community of Uaxactún by promoting income generation, strengthening governance, and enhancing peace and security. At the IAF, we work to expand economic opportunities in Guatemala. OMYC's grant activities encourage small business growth and local entrepreneurship to ensure meaningful opportunities for communities to thrive. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America.

Asociación de Retornados Guatemaltecos (ARG) Guatemalan returnees often face pressure to re-migrate to the U.S. to seek better economic opportunities or to flee violence. Asociación de Retornados Guatemaltecos (ARG) works to re-integrate returnees back into Guatemalan society by connecting them with potential employers, vocational training opportunities, government services and to a network of returnees who have built new lives for themselves in Guatemala. At the IAF, we support community-led solutions to expand economic opportunities in Guatemala. ARG's activities promote alternatives to migration by creating economic opportunities and promoting greater integration into their home communities. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America.

Asociación Sobrevivencia Cultural (ASC) Young people in Guatemala often face pressure to leave their homeland due to violence, social exclusion, and the lack of economic opportunities. Asociación Sobrevivencia Cultural (ASC) provides opportunities to indigenous people living in difficult circumstances, especially women and young people, to highlight, encourage and communicate the contribution of women to the development of their communities. At the IAF, we support community-led solutions to strengthen democratic governance in Guatemala. ASC's activities support excluded communities so they can improve their living conditions and participate fully in their nation's political, economic and social life. This grant is part of our broader initiative to support economic prosperity, security, and democratic governance consistent with the U.S. Strategy for Engagement in Central America.

Tz'unun Comunicación para el Desarrollo de los Pueblos de Mesoamérica (Tz'unun) The western Guatemalan highlands have high rates of emigration and the loss of human capital is changing the fabric

of society, yet community dialogue about this change is minimal. Tz'unun Comunicación para el Desarrollo de los Pueblos de Mesoamérica (Tz'unun) provides training to young adults to conduct research on the effects of emigration and engage with their communities and local governments. At the IAF, we support community-led solutions to enhance peace and security in Guatemala. Tz'unun's activities promote civic engagement by supporting activities and institutions that make more resources available to communities seeking to address their own development needs. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America

Organización No Gubernamental NA'LEB'AK ONG (NALEBAK) Young indigenous women in rural Guatemala rarely have opportunities to develop skills that enable them to fully contribute to the development of their communities. Organización No Gubernamental NA'LEB'AK ONG (NALEBAK) provides opportunities to indigenous people, especially women and young people, to increase their participation in civil society and contribute to community development and local governance. At the IAF, we support community-led solutions to fortify governance in Guatemala. NALEBAK's grant activities strengthen excluded communities so they can improve their living conditions and participate equally in their nation's political, economic and social life. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America.

Fundación para el Desarrollo y Fortalecimiento de las Organizaciones de Base (FUNDEBASE) Rural women in Guatemala are often excluded from civil society and lack opportunities to earn income. Fundación para el Desarrollo y Fortalecimiento de las Organizaciones de Base (FUNDEBASE) provides training and support to 25 rural women's groups on how to engage effectively with their local governments and create income-generating opportunities. At the IAF, we support community-led solutions to strengthen democratic governance in Guatemala. FUNDEBASE's activities encourage civic participation to enable marginalized groups to propel their own development. This grant is part of our broader initiative to promote economic prosperity and democratic governance consistent with the U.S. Strategy for Engagement in Central America.

Cooperativa Integral de Ahorro y Crédito Cultura Comunitaria Responsabilidad Limitada (COCULTURA) Micro-entrepreneurs in the Guatemala City metropolitan area do not have reliable access to financial services and capital, which constrains their earnings potential and may encourage them to migrate. Cooperativa Integral de Ahorro y Crédito Cultura Comunitaria Responsabilidad Limitada (COCULTURA) enables local artists to access capital to grow or launch their small businesses. At the IAF, we work to expand economic opportunities in Guatemala. COCULTURAS's activities encourage small business growth and local entrepreneurship to ensure meaningful opportunities for communities to thrive. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America.

Asociación Civil de Pequeños y Medianos Agricultores del Kape (ASOKAPE) Small scale coffee producers in Guatemala face challenges in improving production, crop diversification and marketing, leading many to abandon their communities and migrate. The Asociación Civil de Pequeños y Medianos Agricultores del Kape (ASOKAPE) provides members with training and networking opportunities that help increase production and improve leadership and marketing skills. At the IAF, we support community-led solutions to expand economic opportunity in Guatemala. ASOKAPE's activities strengthen grassroots organizations through education and training and build peer-to-peer learning and action networks. This grant is part of our broader initiative to support economic prosperity and democratic governance consistent with the U.S. Strategy for Engagement in Central America.

Asociación de Desarrollo Social de Ixcán (ADESI) Subsistence farming families in the department of Quiché in northern Guatemala often suffer from food insecurity and lack of economic opportunities, forcing them to search for employment elsewhere. Asociación de Desarrollo Social de Ixcán (ADESI) works with rural communities in the region to provide training on improved agricultural production

techniques, enterprise development and marketing. At the IAF, we support community-led solutions to expand economic opportunity in Guatemala. ADESI's activities promote alternatives to migration by creating economic opportunities and strengthening agricultural resilience and sustainability. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America.

Asociación Regional Campesina Ch'ortí (ASORECH) Farming families in eastern Guatemala are extremely vulnerable to drought and food shortage. The Asociación Regional Campesina Ch'ortí (ASORECH) coordinates with families throughout the region to provide them with training on improved agricultural techniques, native seed banks, medicinal plants and small animal husbandry. At the IAF, we support community-led solutions to expand economic opportunity in Guatemala. ASORECH's activities promote smallholder agriculture and food production to enhance food security and ensure meaningful opportunities for communities to thrive. This grant is part of our broader initiative to support economic prosperity, democracy and governance consistent with the U.S. Strategy for Engagement in Central America.



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IAF Grants in Belize

Julian Cho Society (JCS) uses community radio programming to encourage women's participation in community life and to promote well-being by developing skills in consensus-building and decision-making. At the IAF, we support community-led solutions to strengthen governance in Belize. JCS' activities strengthen communities through education and training and build peer-to-peer learning and action networks.

Our Circle (OC) supports excluded populations in Belize to play a more active role in improving their living conditions by learning more about their needs and experiences, and providing working capital to facilitate market access for their products. At the IAF, we support community-led solutions to creating inclusive societies in Latin America and the Caribbean. OC's activities support excluded communities so they can improve their living conditions and participate equally in a nation's political, economic and social life.

ATTACHMENT B

ADVANCE PAYMENT GUIDELINES

In accordance with FAR 32.404(a)(9) and 32.404(b), Part 32 does not apply to advance payments authorized by law for “transactions excluded by agency procedures under statutory authority”, and “agencies may issue their own instructions to deal with advance payment items.”

Section 305 of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 255) is the statutory authority for Part 32 of the FAR concerning contract financing for small, or disadvantaged businesses. It contains an exemption for all functions of the U.S. Government authorized by the Foreign Assistance Act of 1961 (22 U.S.C. 2393), as amended. The Inter-American Foundation was chartered under the Foreign Assistance Act, as amended in 1969 and is therefore exempt from Part 32 of the FAR regarding contract financing.

In accordance with the above statutory authority the following guidelines are established to provide advance payments as necessary to contractors under contract with the IAF:

The Contractor may request an advance payment, for a period no longer than three months, by submitting the attached form. The Contractor shall submit the request to the IAF Contracting Officer's Representative (COR) for approval. The Contractor shall be responsible for forwarding a copy of the advanced payment form to ForeignMisc@fiscal.treasury.gov, so that payment can be processed.

After payment is received, the Contractor is responsible for accounting for the use of the advanced funds. The Contractor shall submit documentation on the use of the funds and the amount of the advance remaining to the IAF COR designated in the contract. Prior to the last payment, the IAF COR will determine whether there is any outstanding balance on the advance payment. If there is a balance, it will be deducted from the final invoice of the obligated option year and receipts shall be submitted at that time.

The advance payment is restricted to certain items:

Travel expenses and other costs related to workshops, conferences, seminars, or other grantee assistance or verification visits planned by the Contractor, or required as part of the performance of the contract, are examples of items that are permissible for advance payment. Honoraria may not be included in the advance payment.

ATTACHMENT C - ADV Pay Form

ADVANCE PAYMENT FORM

INVOICE #

DATE:	CONTRACT NUMBER:
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CONTRACTOR INFORMATION

Name:	Mailing Address:
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Phone:	Fax:
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Email:	
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Advance payment is requested for the following items:

Item	Justification	Estimated cost
	TOTAL	

SOLICITATION # 20343119Q0002

ATTACHMENT D

QUESTIONS TO BE ASKED OF PERSONS LISTED AS REFERENCES

1. How long and in what capacity have you known the contractor?
2. Has the contractor provided services for you? How would you rate the contractor's knowledge of grant administration and reporting practices, technical assistance and portfolio development experience with grassroots groups or non-governmental organizations?
3. On a scale of 1 to 5 (5 being most favorable), how would you rate the contractor's general communications and analytical skills?
4. On a scale of 1 to 5 (5 being most favorable), how would you rate the contractor's Spanish writing and speaking skills?
5. On a scale of 1 to 5 (5 being most favorable), how would you rate the contractor's English writing and speaking skills?
6. Would you consider this contractor to be timely in performing services.
7. To what extent has the contractor demonstrated technical expertise related to grantee activities?
8. How would you rate the contractor's professional and practical experience related to promoting strategies and project activities in grassroots development projects?
9. How does the contractor perform as part of a team and/or as a team leader?
10. Does the contractor demonstrate a professional attitude in all business relationships, including with individuals or groups of various ethnicities and economic backgrounds? Does the contractor demonstrate the ability to develop trusting relationships with individuals and organizations in the grassroots area?
11. How would you rate the overall quality of customer service that this contractor has provided for you?
12. How would you best describe the contractor's professional strengths and weaknesses?

Company Name (provider of information): _____

Contractor Name (for whom you are providing information): _____

Country: _____

Attachment E – PSC Contract Articles

PSC Contract Articles

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ARTICLE 1: INTER-AMERICAN FOUNDATION (IAF) POINTS OF CONTACT

Inter-American Foundation
Attn: Managing Director of Grant-Making and Portfolio Management
1331 Pennsylvania Ave, NW, Suite 1200 North
Washington, DC 20004
www.iaf.gov

ARTICLE 2: STATEMENT OF DUTIES

The Contractor shall perform the services as specified in the following Articles and Scope of Work for the Inter-American Foundation.

ARTICLE 3: DEFINITIONS

- 3.1 "IAF" and "the Foundation" shall mean the Inter-American Foundation.
- 3.2 "Privileged" shall mean not subject to disclosure or disclosure is limited due to special circumstances.
- 3.3 "Contracting Officer" (CO) shall mean a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 3.4 "Contracting Officer's Representative (COR)" The term means authorized representatives of the Contracting Officer acting within the limits of his authority as delegated by the Contracting Officer in writing. The COR has no rights to change the scope of this contract in any way (actually or implied). For purposes of this contract, the Foundation Representative is the "COR."
- 3.5 "Confidential Information" means any information declared by the CO or the COR as being privileged information – information that must be kept secret as directed by the CO and the COR.
- 3.6 "Local Liaison Advisory Services Contractor shall mean the individual appointed or contracted to serve to facilitate the IAF portfolio in the Host Country.
- 3.7 "Day" shall mean, unless otherwise specified, a calendar day.
- 3.8 "Government" shall mean the United States Government.
- 3.9 "Host Country Government" shall mean the government of the Host Country.
- 3.10 "Host Country" shall mean the foreign country in which the services hereunder are to be rendered.
- 3.11 "USD" shall mean United States Dollar.
- 3.12 "Compensation" shall mean salary inclusive of employee's contribution to social security and taxes.

IAF Disclosure: The Compensation amount will be determined by considering the current wage's being paid for the same or similar positions being filled in the geographical area where the work will be performed, the kind of work to be performed under the contract, the volatility of the area where the work will be performed, the cost of living for the geographical area (i.e. transportation cost, lodging, utilities, food, health care cost, educational cost), the level of demand for individuals with the

required knowledge, skills, and abilities (KSA), the KSAs of the individual filling the position, and the availability of agency funding.

- 3.13 "Total Compensation" shall mean gross salary and other benefits as defined by local labor law.

ARTICLE 4: PERIOD OF PERFORMANCE

- 4.1 The Contractor's period of performance includes a base period of 12 months followed by four 12-month options starting from the effective date of award. Option Periods are not guaranteed. The available contract periods are as follows:

Base Period	Date of Award - Month 12
Option Period I	Month 13 – Month 24
Option Period II	Month 25 – Month 36
Option Period III	Month 37 – Month 48
Option Period IV	Month 49 – Month 60

- 4.2. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months. No change to the period of performance shall be made without specific written approval of the Contracting Officer.

ARTICLE 5: PLACE OF PERFORMANCE

The Contractor's duty station is in the Host Country. IAF shall award in the base year a lump sum amount of \$3,000.00 that will be for incidentals and office supplies necessary for official use only.

ARTICLE 6: PAYMENTS UNDER PERSONAL SERVICES CONTRACTS

- 6.1 The Government shall pay the Contractor in USD for the services performed by the Contractor, as set forth in this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices, or timesheets, and provided there is timely submission of all deliverables and reports to the office or officer designated and at the time provided for in this contract. Failure of the Contractor to submit required reports when due, or failure to perform or deliver required supplies, and services will result in the withholding of payments under this contract, unless such failure arises out of causes beyond the control of and without the fault or negligence of the Contractor.

Prior to final payment under this contract, the Contractor agrees to do the following:

- (a) Properly complete and submit any outstanding travel vouchers and liquidate any outstanding travel advances;
- (b) Execute and deliver to the Contracting Officer a proper Contractor's Release (See Attachment 1) discharging IAF, its officers, agents, and employees from all liability, obligations, and claims arising out of or under this contract upon final payment. The Contractor shall keep a record of all payments made by IAF for the duration of the contract.

6.2 **COMPENSATION**

- 6.2.1 **Compensation:** Compensation will be fixed and paid monthly, in accordance with local laws, in USD and shall not exceed amounts identified in the contract.

6.2.2 **Salary Increases:** If this contract includes Option years, the price of the Option years, or the basis on which the option price will be determined, must be stated in this contract. The Contractor may be granted annual increases and adjustments.

6.2.3 **Performance Award:** Based on the contractor's annual performance rating being determined either outstanding or meritorious, the Contractor may be eligible to receive an annual performance award within the not-to-exceed amount identified in the contract at the discretion of IAF in accordance with their policy.

6.2.4 **Severance:** Shall be paid in accordance with the applicable Local Labor Law for Employment and Labor Relations within the not-to-exceed contracted amount.

6.3 **LOCAL TAXES**

6.3.1 **Local Taxes:** The Contractor shall be responsible for meeting the host country's income tax and any other legal obligations associated with performance under this contract. The contractor is solely responsible for the payment of all taxes and any other charges of a public nature assessed against the contractor.

ARTICLE 7: WORK WEEK AND COMPENSATED TIME

The Contractor's workweek shall not be less than 40 hours, unless otherwise provided in this contract.

Provided that it is requested, scheduled, and approved in advance by the COR, such time worked will be compensated by time off. The LLAS Contractor shall request time off, and final approval of the request will be determined by the COR. Compensatory time off must be approved in advance by the COR.

ARTICLE 8: LEAVE AND HOLIDAY

The IAF adopts locally prevailing leave and holiday benefits for Contractors.

8.1 **Vacation Leave:** Provided the contract is in force for at least 90 days, the Contractor shall earn vacation leave in accordance to local labor laws in the host country. Salary payments while on annual leave will be based on 100% of all allowances normally paid each pay period. No additional funding is provided for vacation leave. The Contractor may accrue, accumulate, use and be paid when taking vacation leave.

The Contractor will be paid for unused vacation leave at the expiration of the contract at the established determined rate per day based on the current monthly base salary payment. With the written approval of the COR, the Contractor may be granted advance vacation leave not to exceed the amount he would earn in each year of the contract and not to exceed what will be earned over the life of the contract.

8.2 **Sick Leave:** IAF will provide Sick Leave in accordance with local labor laws and regulations. Unused sick leave may be carried over under any option period but not to subsequent contracts

8.3 **Leave without Pay:** Leave without pay may be granted only with prior written approval of the COR.

8.4 **Maternity/Paternity:** IAF will provide maternity/paternity leave in accordance with the laws of the host country.

8.5 **Holidays:** The Contractor will be entitled to the local holidays observed in the host country and select United States holidays after consultation with the COR. The COR or designee must request any work on a holiday in writing in advance. In the unlikely event that the Contractor is required to work on a holiday, the Contractor will be compensated by time off in the same manner as in Article 7 above.

ARTICLE 9: HEALTH COVERAGE

The IAF will provide funds to reimburse the Contractor for costs of health benefits consistent with the local compensation plan of the host country.

ARTICLE 10: INVOICES AND TIMESHEETS

The Contractor shall submit invoices and timesheets to the COR for time worked on a monthly basis. Payment shall be made upon approval of the invoice, timesheet, and required reports by the COR.

ARTICLE 11: REQUIRED REPORTS

The COR shall inform the Contractor of required reports and deadlines for submission of such reports.

ARTICLE 12: TRAVEL

12.1 Travel to field sites will be required. As necessary, the Contractor may be required to work under extreme environmental conditions and travel within the assigned country or in other countries by car, boat, or plane for extended periods of time. Site visits may require some physical exertion such as walking over rough surfaces and using uncomfortable modes of transportation. Travel shall be approved in advance by the COR. The Contractor shall be paid a per diem rate in lieu of subsistence for each day that the Contractor is in a travel status away from home or regular place of employment and IAF travel policy as authorized in appropriate travel authorizations; and any other transportation expenses if provided for in this contract. Funding for travel related expenses is provided separately under travel authorizations.

The Contractor shall be reimbursed in currency consistent with the prevailing practice and at the rates established by the post for authorized travel in the host country in connection with duties directly referable to work under this contract. For international travel and third country travel, with the prior approval of the COR, the Contractor shall travel under Government Travel Authorization, and will be reimbursed in the same manner and under the same regulations applicable to IAF.

In the event that the IAF requires the Contractor to travel outside of the host country in performance of the Contractor's duties under this Contract, the IAF may provide hospitalization and medical treatment to Contractor, while the Contractor is within the United States on official travel, for illnesses, injuries, or conditions that, in the judgment of the IAF, began during the Contractor's travel to the United States or so near to the beginning of such travel that the onset of the illness, injury, or condition could not have been known, and for which immediate medical treatment or hospitalization is reasonably required. At the IAF's discretion, the reasonable costs of such hospitalization and medical treatment may be paid directly by the IAF or may be covered by insurance purchased by the IAF. The Contractor shall remain personally responsible for all medical or insurance costs that the IAF in its discretion, does not cover.

- 12.1.1 **Relocation:** Relocation and related travel costs will not be paid for or reimbursed to the Contractor.

ARTICLE 13: PERFORMANCE APPRAISAL

- 13.1 This contract is subject to performance evaluation. All work shall be evaluated for effectiveness or results and compliance with the U.S. Government's and IAF's prevailing policies, regulations, directives and strategic plans, goals, and objectives.
- 13.2 An annual performance appraisal will occur each year the contract is in effect. Each performance evaluation will be completed by the COR and discussed with the Contractor. The Contractor may submit written comments per IAF guidance after receiving the proposed evaluation. The Contractor's comments will be considered in the issuance of the final evaluation documents. Any disagreement between the parties regarding the evaluation shall be forward to the CO who will make the final determination. A copy of the final performance evaluation will be incorporated into the contact file.

ARTICLE 14: CONTRACTOR - IAF RELATIONSHIP

- 14.1 The Contractor acknowledges that this contract is important in support of IAF operations and agrees that his duties shall be carried out in such a manner as to be fully commensurate with the responsibilities that this entails. Favorable relations between the Foundation, the local government and the people of the country require that the Contractor show respect for the conventions, customs, and institutions of the country and not become involved in any illegal political activity.
- 14.2 Standards of Conduct. The Contractor shall adhere to the U.S. federal government employees' Standards of Conduct as set forth at 5 CFR 2635. Further consider the Standards of Conduct applicable for other IAF contractors with whom you are responsible to coordinate work within the terms of this contract.
- 14.3 If the Contractor's conduct is not in accordance with the principles of ethical conduct for U.S. Government employees, the contract may be terminated pursuant to the provision of this contract entitled 'Termination'. The Contractor during his work under this contract shall be subject to the Standards of Ethical Conduct for Employees of the Executive Branch of the U.S. Government at 5 CFR Part 2635. During the term of this contract and outside of the Contractor's work with IAF, the Contractor shall not perform any other professional activity that could compete or interfere with providing the agreed-upon services.
- 14.4 The COR will monitor contractor performance and notify the contractor and Contracting Officer of any deficiencies. The COR is not authorized to change any of the terms and conditions of this contract. Changes may only be made by a properly signed written amendment to the contract signed by the Contracting Officer.
- 14.5 The Contractor will be responsible for performing his or her duties in accordance with the Scope of Work in this contract.

ARTICLE 15: RELEASE OF INFORMATION

All rights to data and reports produced under this contract shall become the property of the U.S. Government. All information gathered under this contract by the Contractor and all reports and recommendations hereunder shall be treated as privileged information by the

Contractor and shall not, without the prior written approval of the COR, be made available to any person, party, or government, other than IAF, except as expressly provided in this contract. The Contractor shall not disclose any confidential information for the Contractor's own use or a third party's profit, which the Contractor would have gained knowledge of while working for the Foundation; and this even after expiration of the contract. All documents developed and paperwork copied by the Contractor under the terms of this contract is the sole property of the US Government. Upon expiration of this contract, the Contractor has the obligation to hand over to the Government all documents relating to IAF in their integrity and properly filed.

ARTICLE 16: CONTRACTOR STATUS

It shall be recognized at all times that the Contractor is engaged by contract and is not an employee or official of the Inter-American Foundation. If, at any time during the effective period of this contract, the Contractor should be appointed to a regular position in IAF or elsewhere in the service of the U.S. Government, this contract will automatically terminate.

ARTICLE 17: COMPLIANCE WITH APPLICABLE LAWS

The Contractor agrees, during the period of service under this contract, to abide by all applicable laws and regulations of the host country. The Contractor is also responsible for fulfilling personal tax obligations to the host country. The Contractor also agrees to notify immediately the COR if the Contractor is arrested or charged with any offense during the term of this contract.

ARTICLE 18: WARRANTY AGAINST DUAL COMPENSATION

The Contractor agrees that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Inter-American Foundation as wages, compensation or gifts for acting in any capacity in connection with any work contemplated or performed under or in connection with this contract.

ARTICLE 19: PUBLICITY

The Contractor shall make no publicity announcements or issue other public relations material mentioning the Contractor's connection to the IAF without the advance written concurrence of the COR.

ARTICLE 20: CONTRACTOR'S TAX AND OTHER LEGAL OBLIGATIONS

The Contractor shall be responsible for meeting the host country's income tax and any other legal obligations associated with performance under this contract. Long term US citizen PSCs: Shall receive a W-2 and federal taxes will be withheld. All non-US citizen PSCs: The contractor is solely responsible for the payment of all taxes and any other charges of a public nature assessed against the contractor.

ARTICLE 21: CORRESPONDENCE AND/OR NOTICES

Any correspondence and/or Notices regarding this contract shall be submitted in writing and delivered in person or sent by registered or regular mail or email as follows:

From the Contractor to IAF: To the COR with a copy to the CO.

From IAF to the Contractor: To the Contractor's address shown on the Cover Page to this contract. Correspondence and/or Notices hereunder shall be effective when

delivered in accordance with this clause or on the effective date of the notice, whichever is later.

ARTICLE 22: IAF TERMINATION CLAUSE

- 22.1.** IAF may terminate performance of work under this contract in whole or, from time to time, in part:
- a. For cause, which may be effected immediately after establishing the facts warranting the termination, by giving written notice and a statement of reasons to the Contractor in the event the Contractor:
 - i. Commits a breach or violation of any obligations herein contained;
 - ii. Commits fraud in obtaining this contract;
 - iii. Is guilty as determined by IAF of misconduct in the host country.
- Upon such termination, the Contractor's right to compensation shall cease when the period specified in such notice expires or the last day on which the Contractor performs services hereunder, whichever is earlier.
- b. For the convenience of IAF, by giving not less than thirty (30) calendar days' advance written notice to the Contractor. Upon such a termination, the Contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any accrued, unused vacation leave.
- 22.2.** No cost of any kind incurred by the Contractor after the date such notice is delivered shall be reimbursed hereunder except as approved by the Contracting Officer. If any costs relating to the period subsequent to such date have been paid by IAF, the Contractor shall promptly refund to IAF any such prepayment as directed by the Contracting Officer.
- 22.3.** The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least thirty (30) days written notice to the Contracting Officer.

Attachment F – Contractor’s Release Form

INTER-AMERICAN FOUNDATION

CONTRACTOR’S RELEASE

BE IT KNOWN TO ALL BY THESE PRESENT:

In consideration of the sum of _____ (\$) lawful money of the United States of America (hereinafter called the “Government”) which has already been paid (and receipt of which is hereby acknowledged) under the above mentioned contract, and upon payment of \$_____ currently outstanding, the undersigned Contractor, notwithstanding any provision of the said contract pertaining to payment or reimbursement of costs, does and by the receipt of said sum shall for itself, its successor and assigns remise, release and forever discharge the Government, its offices, agents and employees of the Government from all liabilities, obligations and claims whatsoever in law and in equity under or arising out of said contract.

IN WITNESS WHEREOF, THIS RELEASE HAS BEEN DULY EXECUTED THIS

_____ Day of , 20__.
Month

Witness:

Contractor:

Signature

Signature

Printed Name

Printed Name

Title

Title