



USAID
FROM THE AMERICAN PEOPLE

MALDIVES

REQUEST FOR PROPOSALS

SOLICITATION NUMBER: 72038325R00001

ISSUANCE DATE: October 18, 2024

QUESTIONS SUBMISSION DUE DATE: October 27, 2024 at 17:00 (Colombo time)

POST-SOLICITATION CONFERENCE (GOOGLE MEET): October 31, 2024, 04:00-05:00 PM

PROPOSALS SUBMISSION DUE DATE: November 12, 2024 at 05.00 PM. (Colombo, Sri Lanka time)

SUBJECT: Request for Proposals (RFP) for Maldives Local Works Desk/Literature Review and Stakeholder Analysis.

Dear Prospective Proposers:

The United States Government, represented by the U.S. Agency for International Development (USAID)/Sri Lanka and Maldives, is seeking proposals from Maldives-based experts (this may include but is not limited to individuals, organizations, academic institutions, think tanks, and/or private firms) to conduct 1) a desk/literature review and 2) a stakeholder analysis in targeted locations in Maldives. Partnerships among experts based in Maldives with different skills necessary to conduct all of the activities in this SOW are strongly encouraged.

In accordance with FAR Part 12 , under the acquisition of Commercial Products and Commercial Services, USAID intends to award one Firm-Fixed Price (FFP) purchase order for the services described in Attachment 1 according to the terms and conditions in Attachment 2. Proposals must be in accordance with Attachment 1, section 10 of this solicitation. Incomplete proposals will not be considered. Proposers should retain copies of all proposal materials for their records.

USAID will evaluate all proposals based on the stated evaluation criteria.

This RFP in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the offers. Further, the U.S. Government reserves the right to reject any or all proposals received if such action is considered to be in the best interest of the Government. The award is subject to availability of funds.

Any questions must be directed in writing to the Point of Contact specified in Attachment 1.

Sincerely

Ann Bacon

Contracting Officer

Attachment 1: Statement of Work

1. Background

USAID/Sri Lanka and Maldives has been working with Maldivian civil society organizations and government entities since 2010, to support democratic transition, climate change, decentralization, public financial management and youth empowerment. In 2020, USAID launched a five-year activity to support the Government of Maldives and local organizations to address barriers preventing social cohesion in Maldives with a focus on youth. During implementation, USAID learned that drug abuse, engagement with violent gangs, disillusionment, and a lack of self worth and a sense of belonging were key concerns for youth.

In 2023, USAID/Sri Lanka and Maldives was selected to receive funding and technical support from [Local Works](#), USAID's flagship program advancing locally led development. Local Works defines *locally led development* as the process in which local actors – encompassing individuals, communities, networks, organizations, private entities, and governments – set their own agendas, develop solutions, and bring the capacity, leadership, and resources to make those solutions a reality.

To build on lessons learned and to design programming that is responsive to local needs and priorities, USAID/Sri Lanka and Maldives intends to gain a deeper understanding of the Maldivian local context, especially around the strengths, opportunities, needs, and challenges faced by Maldivian youth, in particular youth from marginalized communities (i.e persons with disabilities; migrants), and how gender impacts marginalization or disillusionment. In addition, USAID/Sri Lanka and Maldives seek a better understanding of local civil society and the private sector and their operating environment. To this effect, USAID/Sri Lanka and Maldives aims to partner with local experts to provide support through two primary activities: 1) literature/desk review; and 2) stakeholder analysis.

The purchase order will provide support for the design of its Local Works program through qualitative and analytical research conducted by local individuals, organizations, academic institutions, think tanks, and/or private firms using locally led research processes.

2. Activities and Deliverables:

USAID/Sri Lanka and Maldives is seeking proposals from Maldives based experts (this may include but is not limited to individuals, organizations, academic institutions, think tanks, and/or private firms) to conduct 1) a desk/literature review and 2) a stakeholder analysis in targeted locations in Maldives. Partnerships among experts based in Maldives with different skills necessary to conduct all of the activities in this SOW are strongly encouraged.

A. Phase 01: Literature/Desk Review

USAID/Sri Lanka and Maldives is seeking to conduct a desk/literature review of the current conditions surrounding youth (18-35yrs) and marginalized communities in Maldives. The desk review should consult evaluations, program reports, assessments, surveys, and indices to frame areas of focus. This analysis will enable USAID to better understand this demographic's experiences, priorities, and needs; key policies and programs on both a local and national level affecting youth, with an emphasis on marginalized communities; key entities that engage youth, with an emphasis on marginalized communities; and help inform programmatic decisions. The geographic focus for this literature/desk review is Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu City.

The literature/desk review will have the following objectives:

- I. Conduct consultations with relevant USAID staff to understand USAID's current role and reach in Maldives, and understand the goals of the Local Works program in Maldives.
- II. Review existing research, data, and other resources and analysis on Maldivian youth, with an emphasis on marginalized communities in Maldives, the opportunities and challenges they are facing, and other factors that affect them (societal, political, economic, educational, health, and Gender and Social Inclusion dynamics). Final research questions will be co-created with USAID but are expected to include:
 - A. What are the priorities, needs, and aspirations of youth and marginalized communities who live in Maldives?
 - B. Do their priorities, needs, and aspirations differ by gender, gender roles, responsibilities and perceptions?
 - C. Is there discontent and disengagement of youth in Maldives? If so, why and what is driving this?
 - D. What national and local-level policies and programs have an impact on youth's lives?
 - E. What social structures (including religion and family dynamics) are influencing behavior of youth, with an emphasis on marginalized communities in greater Malé and local islands?
- III. Identify what civil society organizations (CSOs), academic institutions, think tanks, private sector entities, and other types of organizations appear in the literature as playing an important role in engaging/supporting local youth, with an emphasis on marginalized communities in Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu city.

B. Phase 02: Stakeholder Analysis

USAID/Sri Lanka and Maldives looks to conduct a stakeholder analysis with relevant expert and local stakeholders through key informant interviews (KII), focus group discussions (FGD), and multi-stakeholder workshops in Maldives to better understand the civil society and private sector landscape in Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu City. Building on the list of organizations identified in the desk/literature review, this analysis will explore the following:

- Existing ecosystem of CSOs, academic institutions, think tanks, etc. operating in Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu city.
 - What are their focus areas, priorities, implementation strategies and approaches with their constituencies and or beneficiaries? How do they select beneficiaries?
 - Do/how do they engage youth and marginalized communities?
 - What are their main priorities, needs, and aspirations?
 - How do they collaborate with other local stakeholders, including the government, private sector, other CSOs, and independent entities?
 - Do/how do organizations want to grow? What types of organizational and technical capacity constraints and opportunities do CSOs face (Organizational Capacity, Technical Skills, CSO Infrastructure, Organizational Results)?
 - What support/resources (i.e. funding, CSR etc) do CSO's have to implement activities on the ground?

- Current ecosystem of private sector entities operating in Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu city.
 - Where are they operating? What sectors do they work in? What drives their focus/investment in local communities?
 - Do/how do they engage youth (particularly those from marginalized communities)?
 - What are their corporate social responsibility and locally led development priorities, if any?
 - What Small and Midsize Enterprise (SME)s are operational and owned by youth? What barriers exist to SME growth, particularly among young entrepreneurs?

- Interconnected system of key local stakeholders.
 - Are there key individuals, champions or social influencers who can influence and positively impact youth development in Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu city?
 - Who are key local stakeholders in target locations, what is their capacity and how do they engage youth, with an emphasis on marginalized communities?
 - How do they utilize the digital ecosystem for advocacy, networking, and growth?

The stakeholder analysis will have the following objectives:

- I. Review existing data to inform stakeholder analysis:**
 1. Building on the desk/literature review and list of local organizations created in the previous activity, consult other available sources of information on local organizations and private sector entities operating in Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu to develop a preliminary understanding of the local landscape.
 2. Take stock of current programming being led by local organizations and the private sector in target locations.

- II. Identify individuals and organizations of interest and secure their participation in stakeholder analysis:**

1. Utilize available information and desk research to create a list of individuals/organizations of interest and contact these organizations for participation in the stakeholder analysis. Key considerations for the selection of stakeholders:
 - a. Geographic - individuals/organizations operating in areas identified by USAID: Greater Malé, Kulhudhufushi city, Hdh.Nolhivaran and Addu city.
 - b. Demographic - locally led organizations, including those implementing programs or providing services to or led by youth and marginalized communities.
 - c. Technical - organizations focused on addressing/preventing drug abuse, youth engagement/empowering youth (i.e. sports,arts and music), strengthening governance systems, engaging in social media/journalism, advocating for climate change/environmental protection, promoting the delivery of essential services, and other key sectors affecting Maldivian youth identified as priorities by the literature/desk review.
 - d. Social - individuals and/or social media influencers from arts/music/sports groups who champion youth development.
2. Identify previously unknown organizations through:
 - a. *Targeted outreach*: Leveraging existing relationships and networks to identify key organizational leaders and points of contact.
 - b. *Snowballing*: Through a snowball approach, researchers can ask each organization they speak with to recommend other known local organizations and local actors operating in their area/sector in targeted locations in Maldives.
 - c. *Public outreach*: Understanding that some organizations operating in Maldives may not be identified through other approaches, the recipient may choose to engage in public outreach efforts to broaden the reach of the landscape analysis. Outreach may be conducted through the use of social media, radio, TV advertisements, and other methods as locally accepted.
3. Contact individuals and organizations to arrange interviews, focus group discussions, or other proposed methods for information gathering as appropriate for the local context.

III. Collect data on identified local organizations:

1. When possible, in-person organizational interviews should be conducted with identified organizations. Interviews provide an opportunity to get in-depth information about the organization, their operations in target locations in Maldives, and their connections to other organizations operating in the region.
2. In situations where organizational interviews are not possible, the applicant may choose to create an electronic survey that is designed to collect basic information and pose questions that target organizations can answer. The online survey can be distributed easily and may expand the reach of the stakeholder analysis into areas that are remote or otherwise hard to reach.
3. Develop a comprehensive list of questions to collect key information on selected organizations.
 - a. Attached in the annex is an illustrative list of questions that could be posed to local organizations and private sector entities operating in Maldives, either in a survey format or during the course of organizational interviews. The final list of

questions will be developed in coordination with USAID. The questions are designed to collect background information on the organization and better understand its resources, capabilities, and relationships in Maldives. Organizations should also be asked a series of questions to better understand the local landscape from their unique perspective, helping USAID understand the operating environment in Maldives. The selected applicant should prioritize and add to these questions.

C. Deliverables under this activity

No	Time Frame	Associate Deliverables
<u>Phase 1 Literature Review</u>		
1	0-21 days	<ol style="list-style-type: none"> 1. By day 2, conduct a Kickoff meeting with USAID 2. By day 14, complete consultations with USAID staff (~3-5 meetings) 3. By day 16, submit the draft research questions to USAID and work with USAID to finalize the questions. 4. By day 21, submit the finalized set of research questions for the literature review.
2	21-56 days	<ol style="list-style-type: none"> 1. By day 35, provide USAID with an outline of the report which at minimum should include: <ol style="list-style-type: none"> a. A summary of major themes emerging in the research related to the co-created research questions. b. Specific sections on Greater Malé, Kulhudhuffushi city, Hdh.Nolhivaran and Addu city to share specific findings on the research questions in each of these locations, where available. c. An annex listing relevant CSOs, academic institutions, think tanks, private sector entities, and other types of organizations that appear in the research for each location, including information about their areas of focus and contact information, where available. d. List of documents/sources submitted to USAID/Sri Lanka and Maldives (USAID may add to the list) 2. By day 56, submit the Draft literature review report (max-20-pages) to USAID for feedback and review <ol style="list-style-type: none"> a. The annex listing the organizations should be submitted as part of this deliverable but is not included in the page limit. b. USAID will take 10 working days to submit consolidated comments back.

3	56-70 days	<ol style="list-style-type: none"> 1. By day 63 deliver a 90-minute presentation and discussion to USAID on key findings from draft final literature review <ol style="list-style-type: none"> a. USAID will take 5 working days to submit consolidated final comments back. 2. By day 70, submit the final report to USAID incorporating feedback from both draft submission and presentation.
Phase 2: Stakeholder Analysis		
4	70-112 days	<ol style="list-style-type: none"> 1. By day 91, submit a detailed work plan of the stakeholder analysis with timeline, proposed methodologies, overall learning and organizational interview questions, tools for data collection, and a plan for data analysis to USAID for approval approved by USAID. 2. By day 98, based on literary review findings, submit a list of potential interviewees and organizations for interviews submitted to USAID for approval. 3. By day 112, submit the final local actor database (spreadsheet) that will aggregate data from the stakeholder analysis and that presents a consolidated list of local organizations (along with key information on each organization) interviewed.
5	112-140 days	<ol style="list-style-type: none"> 1. Submit the organizational profiles on five civil society and five private sector entities in each location. These should use the template in the appendix. Selected organizations should represent 1) the most frequently cited organizations by other organizations and 2) organizations with interests and capacities most aligning with USAID's locally led development objectives to consider for future partnership.
6	140-175 days	<ol style="list-style-type: none"> 1. By day 154, submit the draft slide deck & presentation that presents and summarizes the key findings of the stakeholder analysis. This should include: <ol style="list-style-type: none"> a. At a minimum maps of each target location, with the organizations and private sector entities. The maps should indicate the connections or relationships between actors within their local system. For example, the size of each organization's dot could correspond to the number of times they were referenced in the organizational interviews as key connections or mentors. What opportunities do we see in the upcoming legislative session?

		<p>b. Consider the kinds of legislation or “good bills” you’d like to see enacted.</p> <p>c. Think about the relationships to build now to help advance your goals.</p> <p>d. Key findings related to the stakeholder analysis learning questions.</p> <p>e. Sample organizational profiles from each target location.</p> <p>f. Recommendations for USAID’s potential partners in the Maldives.</p> <p>2. By day 175, submit the final slide deck incorporating USAID’s feedback</p>
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3. Eligibility Requirements

Respondents must be entities operating in Maldives that:

- Are legally registered entities in Maldives.
- Have identified their principal place of business or operation as Maldives.
- Have not received more than \$5 million (USD) directly (as the prime) from USAID in the previous five fiscal years.
- Demonstrate fluency in English and Dhivehi.

Eligible applicants include but are not limited to: Maldivian nationals, Maldivian non-governmental organizations, Maldivian academic institutions, and Maldivian private sector organizations.

4. Submission Process and Evaluation Criteria

Offeror will submit a quotation in response to this solicitation that is specific, clear, and complete, and that responds to the instructions set forth in this Section. Quotation must be written in English and typed on standard 8 1/2” x 11” paper, single-spaced, 12 characters per inch with each page numbered consecutively. The quotation will be evaluated according to the Evaluation Criteria and must be organized as such:

Cover Page – Title, name of individual submitting the quotation, contact person, telephone and fax numbers (if applicable), address, and emails.

Technical Quotation - The technical quotation must not exceed 10 pages, excluding the cover page and past performance. Technical quotations that exceed this page limit will not be considered.

The technical quotation shall include the following:

- Proposed methodological approach to conducting the 1) desk/literature review and 2) stakeholder analysis
- Discussion of the proposed roles to conduct each activity including the number of team members in each proposed role.
- Timeline of proposed activities.
- Estimated budget.
- Past performance information, including a brief description of at least two relevant past projects led by your organization(s) including the methodology used and deliverables produced, the funders, a contact person with phone number and email for each funder or letters of recommendations, appreciation or other evidence of vendor capability from previous clients.

Note: USAID reserves the right to contact all references to verify past performance as follows:

- How well the Offeror (or proposed candidate) has performed similar work
- Instances of good performance
- Instances of poor performance
- Significant achievements
- Significant problems
- Any indications of excellent or exceptional performance in the most critical areas

The selected individuals or local organizations should pay attention to the principles of Do No Harm, conflict analysis, and gender integration in conducting its work, which will contribute to the Local Works program in Maldives to advance more effective service delivery and strengthen local organizations in Maldives.

USAID will evaluate each proposal using the following evaluation criteria, which are weighted equally:

1. Respondent organization or team demonstrates past experience working in Maldives, excellent knowledge of the local context; ability to organize meetings and travel logistics; and experience engaging with local stakeholders, including local organizations in conflict settings.
2. Respondent organization or team demonstrates experience in qualitative and quantitative research methodologies, including desk reviews and stakeholder analysis, and has experience in data collection, analysis, and production of learning products.
3. Respondent organization or team demonstrates commitment to train and provide mentoring support to all members of the research team to ensure effective application of selected methodologies.

USAID/Sri Lanka and Maldives recognizes that one local organization may not have experience in all of the needed capabilities. Teaming arrangements in which one local organization partners with other local organizations and/or individuals are strongly encouraged.

Complete Proposal should be submitted to colombousaidexogen-services@usaid.gov

5. Period of Performance

The total performance period of the resultant Purchase Order shall not exceed 175 calendar days from the date of award.

6. PLACE OF PERFORMANCE

Place of Performance: Maldives

7. Gender Integration

In compliance with ADS 205 on Integrating Gender Equality and Female Empowerment in USAID's Program Cycle and ADS 201 on Program Cycle Operational Capacity, this activity must be gender responsive. Gender sensitive-indicators, sex-disaggregated data, and attention to gender inter-relations are required elements of USAID procedures; therefore, the Contractor must ensure integration in the design and implementation of the landscape analysis to the extent possible, and document when gender integration is not expected.

8. Point of Contact - Iffa Ashraf

9. CONTRACT TYPE AND PRICE

This contract will be a Firm-Fixed Price Purchase Order. For the consideration set forth in the contract, the Contractor shall comply with all contract requirements.

In accordance with U.S. Federal rules, all firms or individuals doing business with the U.S. Government must have a Unique Entity Identifier (UEI) and must be registered in the System for Award Management (SAM). Offerors who do not have a UEI or active SAM registration may register here: <https://www.sam.gov/SAM/>. As this process takes time, we strongly urge applicants to immediately apply for a UEI number well in advance of the submission deadline. While a UEI number is not required to submit a quote, a UEI number and active registration in SAM is a requirement before an award can be made. In addition, the possession of a UEI number will facilitate the organization's future ability to apply for other USAID Grants and Contracts. You are requested to provide your UEI number and SAM status in your quotation.

10. PAYMENT SCHEDULE

Partial payment may be authorized upon request and approval from the Contracting Officer. Otherwise, the contractor shall be paid a lump sum upon acceptance of all deliverables and within 30 days of receipt of invoice.

The payment schedule will be as follows.

Deliverable No	Time Frame	Associated Amount
1	0-21 days	To be proposed by offeror
2	21-56 days	To be proposed by offeror
3	56-70 days	To be proposed by offeror
4	70-112 days	To be proposed by offeror
5	112-140 days	To be proposed by offeror
6	140-175 days	To be proposed by offeror

11. INVOICES

The contractor shall be paid in accordance with the payment schedule/deliverables upon receipt of a valid invoice within 30 days after the successful completion and acceptance of the purchased services. No other benefits are offered.

One (1) original of each invoice shall be submitted electronically to colombousaidexogen-services@usaid.gov and to the Activity Manager with any other documentation in PDF adobe format.

12. ACTIVITY MANAGER:

The Activity Manager of this Purchase Order is:

Iffa Ashraf
Governance & Vulnerable Populations Office
USAID/Sri Lanka & Maldives

Appendix 1: Illustrative Questions for Stakeholder Analysis Organizational Interviews

Key Reference: [USAID NPI Partner Landscape Field Guide](#)

- Organizational background
 - When was your organization established?
 - What is your organization type (i.e. nonprofit, private sector, etc.)?
 - What are your organization's technical focus areas (i.e. WASH, transparency and governance, security and violence prevention, etc.)?
 - What are your organization's target populations (i.e. NW X communities, women, youth, persons with disabilities, vulnerable populations, etc.)?
 - What is the geographic reach of your organization (i.e. islands or atolls of operation, headquarters location, locations of programming, etc.)?
 - What is your organization's size (i.e. number of full-time staff, volunteers, etc.)?
 - What is your organization's previous donor experience (i.e. past work with USAID or other donor organizations)?
- Resources
 - What are your organization's financial resources (i.e. annual budget)?
 - How is your organization currently funded?
- Capacity
 - Describe your organization's core programming.
 - What is working well in your organization?
 - What challenges do you face with your core programming, if any?
 - Do you/how do you want to strengthen/grow your organization over the next several years?
 - What barriers does your organization face in reaching these goals?
 - What opportunities or strengths does your organization have?
 - Have you applied for USAID funding in the past?
 - If yes: what was that process like for you? What challenges, if any, did you face?
 - Are you interested in applying for USAID funding in the future?
 - If yes: what challenges, if any, do you anticipate in meeting USAID's requirements to apply for and manage funding?

- Relationships
 - Does/how does your organization collaborate with and/or support other local organizations?
 - What other organizations (local and/or international) in X do you collaborate with, if any, and how?
 - Are you interested in strengthening your organization's collaboration with other organizations (particularly local)? Why or why not? What support would you need for this, if anything?
 - From your experience, do all donors work with the same partner organizations in X? What are some key barriers that organizations like yours face when trying to develop new partnerships with donor organizations?
 - Which local organizations operating in X can act as mentors to others?
- Landscape
 - What are the most immediate, medium-term, and long-term needs for the most vulnerable populations in X?
 - Which of these needs does your organization respond to, if any?
 - What additional support do you require to meet these needs, if anything?
 - What are the biggest opportunities that you see for donors like USAID to strengthen their work with moderate local organizations in X, including those led by women and youth?
 - What is your organization's experience creating and maintaining a network that includes donors and other organizations operating in X? What are some key challenges that your organization has faced in this area?
 - What can make networking partnerships less challenging (not including funding issues)?

Note: The respondent should also assess whether the organization is moderate, or has a certain bias, if they are politically or religiously connected, and the extent of any ties, influence, or control by any extremist groups, armed actors, or political movements. This is an area that requires the implementer to be delicate and discerning in their communication with organizations. Though direct informational questions may not be the correct method for gathering this information, it is important that these areas be taken into consideration during the course of the landscape analysis.

Appendix 2: Organizational Profile Template Example

ORGANIZATION	Organization Name
Background	
Focus Sector(s)	
Geographic Focus	
Focus on Youth, and Other Marginalized Groups	
Number of Permanent Employees	
Years of Operation	
HQ and Office(s)	
Two Points of Contact (email, phone)	
Most Significant Projects in Last Three years	
Engaged with USAID?	
Partners and Donors	
Size of Awards Received	
Language Abilities	
Strengths	

Organizational Challenges	
New Projects, Innovations, and Possible Alliances	
Willingness to Have their Information Shared with Other Donors	Yes/No
Consultant Comments	

Attachment 2 : Contract Terms and Conditions—Commercial Products and Commercial Services

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered;

And

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items Delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent,

trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt

Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a

description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment,

liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a

debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the

existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting

Officer within the timeline specified in the demand for payment unless the amounts were not repaid

because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded

by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment

included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for

payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved

beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an

amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would

otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures

prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(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; 41 U.S.C. 4712 and 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.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any 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:

- (i) Any such clause is unenforceable against the Government.
- (ii) 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 EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement 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.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) 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.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.