



**USAID**  
FROM THE AMERICAN PEOPLE

# CENTRAL ASIAN REPUBLICS

**OPENING DATE: January 26, 2011**  
**CLOSING DATE: February 28, 2011**  
**CLOSING TIME: 5:00 pm, Almaty Time (or 6:00 am Eastern time)**

**SUBJECT:** Request for Proposal (RFP) SOL-176-11-000003,  
The USAID Microeconomic Foundations for Growth IQC

Dear Sir/Madam:

The United States Government, represented by the United States Agency for International Development Regional Mission to Central Asia (USAID/CAR), is seeking proposals to provide the services described in the attached Request for Proposals. The objective of this IQC is to facilitate USAID/CAR's continued engagement in microeconomic reform, strengthening businesses, infrastructure, and trade facilitation through a structured procurement process. The new IQC will build on previous USAID-funded efforts in addressing these areas.

USAID encourages maximum participation of small businesses and local private business. Accordingly, every reasonable effort will be made to identify and make use of such organizations. Organizations, specifically small businesses and local private business, that wish to express interest in this solicitation should provide relevant information on the "Interested Vendor List" at [www.fbo.gov](http://www.fbo.gov) to assist in making this information known to others or in an e-mail to [AlmatyAASolicitations@usaid.gov](mailto:AlmatyAASolicitations@usaid.gov) by February 7, 2011, 10:00 am Almaty time.

USAID's primary program objectives focus on implementing robust activities that promote economic growth, reduce poverty, graduate transitional countries from aid to trade, promote open competitive markets, develop the private sector, and mobilize private financing sources to supplement and eventually replace development assistance. These activities should seek to enhance regional economic integration where it is mutually beneficial to Central Asian nations. IQC contractors will provide a full range of services to USAID/Central Asia in microeconomic reform, business improvement, and trade facilitation. USAID will also release another IQC dealing only with Macroeconomic Foundations for Growth, SOL-176-11-000002.

Offerors are invited to submit a proposal in accordance with the requirements of the RFP. This procurement shall be conducted through full and open competition, under which any type of organization is eligible to compete. The procedures set forth in FAR Part 15 shall apply. The US Government anticipates awarding approximately two (2) to four (4) awards with an overall ceiling price of \$50,000,000.00 for a five-year period. The anticipated number of awards under **The USAID Microeconomic Foundations for Growth IQC** is subject to Contracting Officer's determination.

Questions on this RFP should be submitted, in writing, no later than February 7, 2011, 10:00 am Almaty time, at [AlmatyAASolicitations@usaid.gov](mailto:AlmatyAASolicitations@usaid.gov).

USAID/CAR will conduct a Solicitation Conference on o/a February 11, 2011. Representatives from the USAID/CAR mission will be made available for a question & answer (Q&A) session from TBD pm until TBD pm.

Street Location of Solicitation Conference:  
TBD

Proposals must be presented in accordance with the attached solicitation and received no later than 5:00 pm, local Almaty, Kazakhstan, time on the Closing Date indicated above at the place shown below. Proposals and modifications thereof, should be submitted with the name, street address, telephone number, internet email address of a point-of-contact who is an authorized agent of the offeror and Request for Proposal Number inscribed thereon, must be addressed to:

Geoffry Lohsl  
Contracting Officer  
USAID/CAR

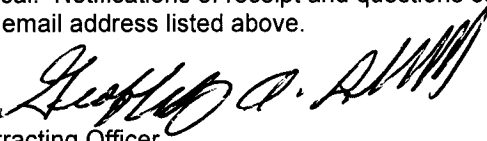
**Internet email for electronic submission:** Internet email: [AlmatyAAsolicitations@usaid.gov](mailto:AlmatyAAsolicitations@usaid.gov)

**Street/delivery address:**

USAID/CAR, Acquisition and Assistance Office  
41 Kazibek bi Street  
Park Palace Building  
Almaty, Kazakhstan 050010  
Tel 7-2272-50-00-41

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 a proposal. Notifications of receipt and questions concerning this RFP must be directed to the Contracting Officer via the internet email address listed above.

Sincerely,  
Geoffry Lohsl  
Regional Contracting Officer

A handwritten signature in black ink, appearing to read "Geoffry Lohsl", is written over the typed name in the signature block.

<b>SOLICITATION, OFFER AND AWARD</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 1	PAGES 97
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2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>SOL-176-11-000003</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY USAID Acquisition and Assistance Office 41 Kazibek bi Street Park Palace Building Almaty, Kazakhstan 050010	CODE	8. ADDRESS OFFER TO (If other than Item 7)  <b>SEE INSTRUCTIONS IN SECTION L.6</b>
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in USAID/CAR, Acquisition and Assistance Office, 41 Kazibek bi Street, Park Palace Building, Almaty, Kazakhstan 050010 until 5:00 P.M. local time Almaty time (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 73272 500041	C. E-MAIL ADDRESS AlmatyAASolicitations@usaid.gov
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$ . 00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	

26. NAME OF CONTRACTING OFFICER (Type or print)  Geoffry A. Lohsl	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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## PART I - THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

#### B.1 PURPOSE

The purpose of this Contract is to provide services that fall within the statement of work specified in Section C for **The USAID Microeconomic Foundations for Growth IQC** envisioned to be implemented under Task Orders in the Central Asia Region (CAR). USAID Task Order Contracting Officers (TOCOs) will request the work through the issuance of Task Orders during the ordering period as specified in Section F of the Contract.

#### B.2 CONTRACT TYPE AND SERVICES

This is an Indefinite Quantity Contract (IQC). The Government will issue Task Orders that are one of the following: Cost-Plus-Fixed Fee (CPFF) (term and completion) or Firm Fixed Price (FFP) (completion). The contractor must perform the services set forth in Task Orders at prices consistent with Section B of this Contract.

#### B.3 MINIMUM OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds in the amount of \$25,000 to cover the minimum order guarantee. USAID is required to order and the Contractor is required to furnish the minimum order amount of services. Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order.

#### B.4 MAXIMUM CONTRACT CEILING

This is a multiple award Contract with an overall ceiling price of \$50,000,000.00. The maximum aggregate dollar value of Task Orders awarded to all Contractors cannot exceed the Contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees. USAID anticipates approximately two (2) to four (4) awards under this IQC.

#### B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE

(a) **Obligated Amount.** The basic Contract includes an initial obligation of funds in the amount of \$25,000 to cover the minimum order guarantee. USAID is required to order and the Contractor is required to furnish the minimum order amount of services. Following this initial obligation, individual Task Orders will obligate funds to cover the work required under such Task Orders

(b) **The Total Estimated Cost Plus Fixed Fee** for each task order must be negotiated in accordance with the terms of the IQC contract. In no event may the indirect rates or fixed fee for a task order exceed the ceilings set forth in Section B.7 and B.8 of IQC contract. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, and FAR 52.216-8, Fixed Fee, A-21 (for universities), and A-122 (non-profit).

(c) **Fixed Fee Payment.** For any Task Order issued under this Contract, at the time of each payment of allowable costs to the contractor, the USAID paying office ordinarily pays the contractor a percentage of fixed fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

(1) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the contractor has completed, then the TOCO may suspend

further payment of any fixed fee until the contractor has made sufficient progress to justify further payment, up to the agreed percentage.

(2) Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this Contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

**B.6 INDIRECT COST**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for prime contractors and their major subcontractors ("major subcontractors" are those subcontractors expected to perform at least 20 percent of the technical effort or provide the professional expertise for any particular sector of the contract Statement of Work (SOW), even if the sector is expected to be less than 20 percent of the effort under the contract):

**PRIME**

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/
TBD	TBD	3/	3/	3/

1/Base of Application:

Type of Rate:  
 Period:  
 Source:

2/Base of Application:

Type of Rate:  
 Period:  
 Source:

3/Base of Application:

Type of Rate:  
 Period:  
 Source:

**MAJOR SUBCONTRACTORS**

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/
TBD	TBD	3/	3/	3/

1/Base of Application:

Type of Rate:  
 Period:

2/Base of Application:

Type of Rate:  
 Period:

3/Base of Application:

Type of Rate:  
 Period:



[The offeror having Gov't-approved rates agreement is to complete above, subject to negotiations of the ceiling rates – see Sec. B.7, below]

Note 1: Contractors are allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

**B.7 ADVANCED UNDERSTANDING ON CEILING INDIRECT COST**

(a) Reimbursement for indirect costs shall be at the lower of the negotiated final or predetermined rates, or the following ceiling rates:

**PRIME**

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/
TBD	TBD	3/	3/	3/

1/Base of Application:  
 Type of Rate:  
 Period:

2/Base of Application:  
 Type of Rate:  
 Period:

3/Base of Application:  
 Type of Rate:  
 Period:

**MAJOR SUBCONTRACTORS**

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/
TBD	TBD	3/	3/	3/

1/Base of Application:  
 Type of Rate:  
 Period:

2/Base of Application:  
 Type of Rate:  
 Period:

3/Base of Application:  
 Type of Rate:  
 Period:

(b) The Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform to the lower rates.

(c) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

(d) The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

## **B.8 SUBCONTRACTORS**

TBD

## **B.9 CEILINGS ON FIXED FEE**

(a) For each CPFF Task Order issued under this IQC, the TOCO and contractor agree to negotiate a set dollar amount for fixed fee for prime contractors and their major subcontractors ("major subcontractors" are those subcontractors expected to perform at least 20 percent of the technical effort or provide the professional expertise for any particular sector of the contract Statement of Work (SOW), even if the sector is expected to be less than 20 percent of the effort under the contract). In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, shall the amount of fixed fee in any individual Task Order exceed for prime contractors TBD percent (*offeror proposes ceiling percentage*) and for their major subcontractors TBD percent (*major subcontractors propose ceiling percentages for each*) of the Task Order's estimated cost, excluding fee.

NOTE: For Firm-Fixed-Price (FFP) Task Orders, the ceiling percentage above serves as the basis for negotiation only.

## **B.10 TASK ORDER LIMITATIONS**

(a) Cost-Plus-Fixed-Fee (CPFF) Task Orders. When issuing CPFF task orders, the TOCO shall state in the Task Order the total estimated cost plus fixed fee, which is the total amount of the Task Order and the maximum amount the contractor may be paid without the advance written approval of the Contracting Officer. This maximum amount represents the negotiated mix of the prime Contractors and subcontractors' professional labor costs and salaries, an estimated number of workdays, other direct costs, and fixed fee.

(b) Firm Fixed Price (FFP) Task Orders. When issuing FFP Task Orders, TOCOs shall state in the Task Order the firm-fixed-price, which represents the total amount of the Task Order and the maximum price the contractor may be paid to perform the services, reports, or other deliverables in the Task Order.

(c) Minimum Order. When USAID requires services or reports and other deliverables covered by this Contract in a Task Order in the amount of less than \$25,000, the contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this Contract. However, if the contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$25,000 and is awarded a Task Order to do so, the contractor is required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

(d) Maximum Order. When USAID requires services or reports and other deliverables covered by this Contract in a Task Order amount of more than \$30,000,000, the contractor is not obligated to bid on an order to furnish those services or reports and other deliverables under this Contract. However, if the contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$30,000,000 and awarded a Task Order to do so, the contractor is required to provide said services and reports/deliverables in accordance with the Contracts terms and conditions.

(e) Notwithstanding the above, if issuance of a Task Order to, and acceptance of a Task Order by, the contractor would: (1) result in the contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the contractor's (or its personnel's or its subcontractors' or their personnel's) future activities; or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the contractor, after written notification to the cognizant Contracting Officer, is not obligated to furnish those services or reports and other deliverables under this Contract, and USAID may acquire the supplies or services from another source.

### **B.11 Ceiling Daily Rates**

(a) The contractor will include the cost of home office management as part of their indirect cost.

(b) Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (July 2007).

(c) The task order will cite the negotiated Ceiling Daily Rates (CDRs) that must be at or lower than the IQC ceiling rates set forth below. The CDRs in effect when the task order is executed will remain in effect for the entire task order period.

(d) Each CDR for employees listed below is "unburdened" and must only include salary costs or consulting rates of the individual providing the services. Consultant daily rates should be loaded rates (contains any of consultant's costs for indirect/profit separate from the contractor's or major subcontractor's indirect costs/profit).

The CDR for employees must not include the following:

- Payroll costs (fringe benefits, FICA, etc.);
- Indirect Costs applicable to labor; and
- Profit or fee, if any.

(e) The CDRs set forth below are fixed for the contract period and is for an eight hour day, and apply to all major subcontractors set forth in Section B.8. If a new subcontractor is proposed for a specific task order on other than a fixed-price basis, the CDRs set forth below will apply, and the subcontract is subject to consent by the TOCO.

(f) The ceiling rates presented below do not constitute approval of final salary rates above the Contractor Salary Threshold (CST) (see ADS 302.3.6.10.). All TOCOs must comply with the approval requirements in ADS 302.

### **B.12 LABOR CATEGORIES**

(a) The Contractor shall furnish personnel with the necessary education, training and/or relevant experience, as specified in the task orders to be issued under this contract. **The labor categories provided below are not all-inclusive.** Tasks order proposals may justify additional labor categories, subject to negotiation and approval by the TOCO. Salaries for any new labor categories cannot exceed the highest salary ceilings set forth below.

Regardless of the positions within the contract, the Contractor shall be responsible for providing adequate and qualified staff for this contract work. A description of each labor category is included below.

Offerors must bid separate rates for each year or group of years, and rates will be included accordingly.

(b) At the time a Request for Task Order Proposal is issued, the Offeror must provide a completed and signed **Contractor Biographical Data Sheet (USAID Form 1420-157, see attachment J.2)** for the positions listed below. The biodata sheets and resumes provided should be a representation of the prime and/or major subcontractor employees/consultants.

Year 1:		Ceiling Daily Rates		
Labor Category		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor	\$	\$	\$
1004	Grant Manager/Contract Manager/M&E Specialist/	\$	\$	\$
	ICT Specialist			
1005	Administrative Support	\$	\$	\$
Year 2:		Ceiling Daily Rates		
Labor Category		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor	\$	\$	\$
1004	Grant Manager/Contract Manager/M&E Specialist/	\$	\$	\$
	ICT Specialist			
1005	Administrative Support	\$	\$	\$
Year 3:		Ceiling Daily Rates		
Labor Category		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor	\$	\$	\$
1004	Grant Manager/Contract Manager/M&E Specialist/	\$	\$	\$
	ICT Specialist			
1005	Administrative Support	\$	\$	\$
Year 4:		Ceiling Daily Rates		
Labor Category		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor	\$	\$	\$
1004	Grant Manager/Contract Manager/M&E Specialist/	\$	\$	\$
	ICT Specialist			
1005	Administrative Support	\$	\$	\$
Year 5:		Ceiling Daily Rates		
Labor Category		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$

1003	Training Specialist/Communications Specialist Event Specialist/Accountant/Financial Advisor	\$	\$	\$
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$
Year 6:	Labor Category	Ceiling Daily Rates		
		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist Event Specialist/Accountant/Financial Advisor	\$	\$	\$
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$
Year 7:	Labor Category	Ceiling Daily Rates		
		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist Event Specialist/Accountant/Financial Advisor	\$	\$	\$
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$

Orders may be placed through the end of year five. In accordance with F.2, the duration of the task orders have varying limits throughout the period of the IQC. During years 1-3, five year task orders are allowed and therefore include rates through year 7. During year 4, a three year task order is allowed and year 5 allows a two year task order.

### B.13 LABOR POSITION DESCRIPTIONS

1. IQC Manager - Has ultimate responsibility for all management aspects of the IQC, including technical, administrative and logistical support. Lead responses to all Task Orders as they are issued. Duties may include: supervising administrative and support personnel on task orders; supervising and coordinating technical services; managing task order proposal development, implementation and progress; ensuring timely and accurate submission of deliverables; managing preparation of all contract documentation; maintaining good working relationship with USAID Washington and relevant USAID missions.
2. AGRIBUSINESS SPECIALIST: Provides assistance and expertise implementing programs to improve agricultural productivity and agribusiness development, domestic, regional and/or international trade of agricultural products, improved competitiveness of agriculture-related industries and value chains, and other programs addressing the challenges of agricultural competitiveness and trade in specific sectors and value chains.
3. ENTERPRISE DEVELOPMENT SPECIALIST: Provides assistance and expertise facilitating the competitiveness of the private sector, conducts analyses of end-markets, value chain constraints,

business environment constraints, inter-firm constraints and other systemic constraints to improved competitiveness. Identifies and implements private and public sector strategies and interventions to improve competitiveness and promote broad-based growth.

4. **OTHER SECTOR SPECIALISTS:** Provide assistance and expertise in specific technical areas covered by this IQC, including workforce development, industrial engineering, manufacturing, environment, energy, forestry, gender, vulnerable populations, conflict and security, accounting, and business recovery.
5. **TRADE SPECIALIST:** Provides assistance and expertise in areas such as: trade facilitation, logistics, business driven customs reform, trade promotion, implementation of regional trade agreements by businesses, compliance with “competition policy” by businesses, and other general firm level trade issues.
6. **FINANCIAL ADVISOR:** Provides assistance and expertise in commercial banking, microfinance, or related financial services provided by non-bank financial institutions, especially for micro to medium-sized enterprises; capacity-building and certification for professional associations in accounting, auditing and related professions; capital markets and institutional investment development at the firm level; policy advocacy by financial associations; and other financial issues such as developing new payment systems and banking platforms by financial firms.
7. **MONITORING AND EVALUATION SPECIALIST:** Provides assistance and expertise in monitoring, impact assessment and evaluation of development projects using a range of credible methodologies that contribute to program and project management, attribute impact to project interventions, assess the effectiveness of project implementation, and illuminate through qualitative research less tangible or quantifiable impacts.
8. **TRAINING SPECIALIST:** Provides assistance and expertise in the design and/or delivery of effective training – including continuous training – for a variety of learning needs and through flexible, cost-effective approaches, based on a knowledge of best practices and in coordination with technical experts who develop content.
9. **ATTORNEY/LEGAL ADVISOR:** This category includes legal professionals with JD, LL.M or equivalent credentials and legal and overseas experience relevant to areas covered by this IQC. Provides assistance and expertise on legal topics such as analyzing/drafting legislation, administrative law, business environment and regulatory reform, business formation and dissolution, small business advisory work, bankruptcy, company law, real estate, company restructuring/mergers/divestitures, small/medium/micro-enterprise legal issues, and legal work with organizations and associations.
10. **INFORMATION COMMUNICATION TECHNOLOGY (ICT) SPECIALIST:** provides assistance and expertise in designing and implementing ICT solutions in developing country contexts-particularly in support of e-commerce and e-government initiatives; assessing communications need to improve knowledge sharing networking; identifying appropriate communication activities and programs to promote efficient and effective technologies; developing workshops and relevant training; and other relevant tasks such as supporting IT needs of the Task Order.
11. **GRANT/CONTRACT MANAGER:** Prepares, negotiates, implements, monitors, and evaluates grants and work with USAID acquisition/assistance staff. This will likely involve working with host

country counterparts and institutions. Provides support to Task Orders, such as contract-related finance and budgeting.

12. ADMINISTRATIVE SUPPORT: Provides secretarial, logistical and operations support to contractor teams, USAID and cooperating country personnel. Conducts research and obtains documents to inform technical assistance, briefings and reports. Coordinates logistics for travel. Study tours, training and other events.

#### B.14 LABOR CATEGORIES – LEVEL OF QUALIFICATION

In order to perform the scope of work set forth in Section C, the Contractor must provide the education and experience levels as indicated below of the specific Functional Labor Categories listed above. The qualifications in the categories must correspond to the applicable ceiling daily rates provided in Section B.12 (d). The mix of personnel proposed should include both academic and practitioners. Demonstrated professional excellence, excellent writing ability and strong cross-cultural interpersonal skills.

Level	Academic Degree	Plus Approximate Years of Relevant Work Experience	Including Years of Experience in an Developing Country Environment	Relevant Regional Experience	Relevant Language Fluency
I	Ph.D. JD/ABD MS/MA/MBA BS/BA	7 12 12 17	4 years	As specified in Task Order	As specified in Task Order
II	Ph.D. JD/ABD MS/MA/MBA BS/BA	4 8 8 12	3 years	As specified in Task Order	As specified in Task Order
III	Ph.D. JD/ABD MS/MA/MBA BS/BA	3 3 3 3	2 years	As specified in Task Order	As specified in Task Order

#### Locally – Hired National Personnel or Other Non-U.S. Expatriates

All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170 (a). Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs) who are working in the United States and are legal residents of the United States at the time they are hired for a task order, must be extended benefits and be subject to restrictions on the same basis as U.S. citizens who work in the United States. The U.S. ceiling daily rates will be applied to TCNs and CCNs conforming to this regulatory provision.

Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (August 2004) and should be based upon a combination of factors including prevailing in-country.

All proposed personnel must meet the minimum levels of qualification in section B.

**[END OF SECTION B]**

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 BACKGROUND**

The Central Asian countries of the Former Soviet Union (Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan - the "CARs") are a disparate group across a range of measures: their natural resource endowments, the degree of economic reform and liberalization completed since the Soviet Union's dissolution, economic diversification, extent of economic and political pluralism, development of civil society, effectiveness of government, and standards of living among their populations. Despite these differences, sustainable economic development in the region is contingent upon greater economic integration and cooperation among countries. A wealthier, healthier and more stable Central Asia will be characterized by increasing trade and investment between countries among which economic interests are aligned. It will also be characterized by the establishment of mutually beneficial commercial ties with neighboring countries such as Russia and China. If the CARs are to succeed economically they will increasingly implement best practices in public management, take measures to improve their business environment and subscribe to international and regional agreements that mitigate conflict and enhance economic growth. This will attract foreign investment, open markets to trade, spur economic growth and create jobs for Central Asians.

The Mission's Office of Economic Growth (OEG) addresses development problems in macroeconomic policy reform and microeconomic reforms. at the national level and trade facilitation, regional economic integration and energy and environmental problems on a regional basis.

OEG is contributing to improving the business environment and building public sector capacity throughout the Central Asian Region.

OEG has been one of the most important contributors to development of the microfinance sector in the Central Asian Region.

OEG is helping to introduce modern agricultural technologies to increase productivity throughout the Central Asian Region.

OEG also funds activities aimed at reforming national power industries, facilitating regional trade in energy and water basin management.

### **C.2 OBJECTIVES**

The objective of this IQC is to facilitate USAID/CAR's continued engagement in microeconomic reform, strengthening businesses, infrastructure, and trade facilitation through a structured procurement process. The new IQC will build on previous USAID-funded efforts in addressing these areas.

USAID's program objectives focus on implementing robust activities that promote economic growth, reduce poverty, graduate transitional countries from aid to trade, promote open competitive markets, develop the private sector, and mobilize private financing sources to supplement and eventually replace development assistance. These activities should seek to enhance regional economic integration where it is mutually beneficial to Central Asian nations. IQC contractors will provide a full range of services to USAID/Central Asia in microeconomic reform, business improvement, and trade facilitation.

Microeconomics refers to the branch of economics that analyzes the market behavior of individual consumers and firms in an attempt to understand the decision-making process of firms and households. It is concerned with the interaction between individual buyers and sellers and the factors that influence the choices made by buyers and sellers. In particular, microeconomics focuses on patterns of supply and demand and the determination of price and output in individual markets. The objective of the task orders under this IQC is to identify impediments to increased microeconomic entrepreneurial initiative, output, productivity, and trade with a focus on private enterprise growth and emphasis on small and medium



sized enterprises as well as micro-enterprise development and expansion where possible. The Contractor shall undertake targeted interventions to address these constraints and to create conditions for sustained productivity growth at the enterprise, value chain, industry, and sector levels which contribute to expansion of economic growth and employment. Microeconomic encompasses (non-exclusively) the areas of:

- 1) Small and medium enterprise development.
- 2) Agribusiness enterprise development.
- 3) Micro-enterprise development.
- 4) Policy-related studies of key microeconomic factors--including policy and regulatory frameworks, key pricing and investment issues, planning and analysis.
- 5) Analysis and recommendations on economic clusters, value chains, and their relation to microeconomic economic performance, and design and implementation of pro-poor economic growth strategies.
- 6) Other areas of economics are also relevant, at the consumer or firm level, to the extent they affect employment, productivity, production, consumption, savings, and living standards.
- 7) The objective of this contract is to provide USAID entities and host government counterpart organizations with the ability to task leading thinkers, practitioners, and research organizations across the full range of microeconomic policy issues.

Microeconomic and other economic expertise under this contract will:

- 1) Position USAID to provide sound developmental policy advice and take a leadership role in fostering a better understanding of microeconomic policy issues.
- 2) Support USAID efforts to assist host countries in the design and implementation of economic and structural reform programs, and the elements of such programs.

This Microeconomic IQC's goals will result in these outputs:

- 1) Technical advice and implementation support to USAID/CAR, CAR Country Offices, and host country officials on all aspects of relevant microeconomics;
- 2) Information dissemination through seminars, workshops, conferences, and working papers, and other means;
- 3) Customized strategic and tactical development approaches;
- 4) Research on technical, legal, policy and strategic issues, and applied research to meet specific, contextually defined requirements of countries, regions or sub-regions;
- 5) Training of USAID and host-country decision-makers and technical personnel in the design and implementation of economic policy and institutional reforms; and,
- 6) Long-term, in-country coordination and management of field activities under the IQC mechanism.

### **C.3 CHALLENGES**

Despite the progress that has been made towards sustainable economic development, particularly in Kazakhstan, challenges exist. While regional economic integration and cooperation is a long-term and iterative process mandatory for sustainable economic growth, it is not viewed as a priority by decision-makers in Central Asia. Uzbekistan's economy is heavily oriented towards import substitution and relatively unattractive to foreign investors. For Tajikistan and Kyrgyzstan, a sustainable increase in living standards will not occur without increased regional economic integration and cooperation, but

engagement with their neighbors toward this outcome has had poor results. Tajikistan's trade with other countries is hampered by poor relations with Uzbekistan, the easiest route by which to import or export.

With respect to domestic economic policy and its implementation, political expediency frequently results in decisions ill-suited for sustainable economic growth. Economic reform is beset by entrenched interests, and in some cases corruption, that serve as an obstacle to economic development.

In all Central Asia countries, private sector activity is dominated by extractive industries and/or the production of agricultural commodities with public functions, economic strategies and structures that relate to businesses focused on these sectors. Micro, small and medium sized enterprises account for an inadequate percentage of GDP while accounting for increasing large amount of employment. Employment in the region ranges from levels considered high in Kazakhstan to catastrophic in Kyrgyzstan and Tajikistan where significant percentages of the workforce emigrate to take unskilled jobs in Russia and Kazakhstan. As a result of this migration, women in these countries are taking on larger roles in small business and agro-business, and they need increased programmatic and policy support.

Finally, Tajikistan and Kyrgyzstan both possess characteristics of failed states which complicate the implementation of economic reforms in those countries.

#### **C.4 SCOPE OF WORK (SOW)**

Contractor duties include provision of technical and advisory services, training, research, and other services to USAID/CAR, associated country offices and any newly created USAID missions in Central Asia. Contractors shall provide these services through the execution of task orders with specified performance bench-marks for achievement of objectives.

##### **C.4.A CORE TASKS**

The contractor shall perform or manage performance of two core tasks:

- 1) Implementation of Task Orders
- 2) Knowledge Management

##### **C.4.A.1 IMPLEMENTATION OF TASK ORDERS**

Contractors shall undertake the preparation of proposals in response to task orders that may include:

- 1) Problem diagnostics and analytics
- 2) Problem identification
- 3) Program/project/task design
- 4) Analysis and assessment
- 5) Program/task recommendations
- 6) Strategic planning at the level of the:
  - a) Public or private institution
  - b) Local authorities
  - c) Regional organization
  - d) Government body (ministry, agency)
- 7) Implementation in:
  - a) Program management
  - b) Transactions facilitation
  - c) Commodity procurement
  - d) Management of local non-US institutions

- e) Grant management
  - f) Monitoring and evaluation and assessment
- 8) Evaluation
    - a) Metrics development
    - b) Performance targeting and monitoring
  - 9) Assessments and analysis
    - a) Applied research on development challenges
    - b) Data generation
  - 10) Provide logistical support for task implementation teams
  - 11) Supervise task implementation teams
  - 12) Collaborate in resolving IQC and Task Order issues
  - 13) Manage contract resources cost effectively
  - 14) Provide technical and advisory services that:
    - a) Assist USAID/Central Asia, associated country offices and any newly created USAID missions in Central Asia to accomplish task order objectives
    - b) Offer training and research services
  - 15) Work closely with representatives of other development assistance institutions to coordinate programs and policies
  - 16) Partner, subcontract, or prepare and administer grants with local, non-US organizations when necessary to accomplish Task Order objectives
  - 17) Work closely with government, private sector, non-government, and private voluntary organizations, and use local expertise
  - 18) Work with institutional partners of USAID/Central Asia, associated country offices and any newly created USAID missions in Central Asia to:
    - a) Achieve USAID/Central Asia and any newly created USAID missions in Central Asia Strategic Objectives
    - b) Establish relationships with local businesses, banks, professional associations, local consulting firms, and non-governmental organizations
  - 19) Subcontract and partner with local organizations within the scope of work of Task Orders
  - 20) Design, preparation, management and administration of USAID grants to regional/local organizations and institutions

#### **C .4.A.2 KNOWLEDGE MANAGEMENT**

Knowledge Management (KM) is a significant part of the Microeconomic Foundations for Growth IQC. The contractor shall:

- 1) Capture, provide custodianship for and, as directed, disseminate information, data, analyses, and any other written material produced under the IQC,
- 2) Create a standard framework for knowledge creation, sharing, and vetting,

- 3) Disseminate lessons learned, best-practices, and professional training in appropriate multimedia format,
- 4) Provide marketing and technical-support outreach to USAID/Central Asia, associated country offices and any newly created USAID missions in Central Asia, client country decision-makers, and other domestic US and international development and support organizations,
- 5) Coordinate donor and KM linkages,
- 6) Create and support "Communities-of-Practice," and
- 7) Market "branding" of USAID as a technical leader in solving business, trade, and investment issues.

#### **C.4.B TECHNICAL TASKS**

This section describes the technical task areas that the Contractor shall perform, either as an individual firm or in a prime-subcontractor consortium arrangement. These task areas are illustrative and should not be considered all-inclusive.

Under The USAID Microeconomic Foundations for Growth IQC technical assistance covers a wide range of potential activities necessary to address the problems and impediments constraining Central Asia's growth, productivity and output. USAID intends the Task Orders issued under this IQC to coordinate closely with the other USAID contract mechanisms to avoid overlap of mandate and ensure effective use of resources.

Services provided under this IQC will fall within the following functional area, divided into a broad set of technical tasks defined as: Microeconomic Foundations for Growth.

Within the Microeconomic Foundations for Growth area, services will cover both developing and implementing:

- 1) Small and medium enterprise development,
- 2) Micro-enterprise development,
- 3) Support to agribusiness and agriproducers, and
- 4) Stabilization – Crisis Assistance- addressing shocks, providing assistance to ease the adjustment to political, economic and financial shocks that cause short and medium-term development problems affecting the specific economic sectors, value chains or firms and potential to generate economic growth.

The above areas of micro-economic intervention are shown below in expanded form. They represent a range of potential illustrative tasks that USAID could require under Task Orders.

##### **C .4.B.1 MICROECONOMIC FOUNDATIONS FOR GROWTH**

The objective is to remove impediments to entrepreneurial initiative, output, productivity, and trade with a focus on private enterprise growth and small and medium sized enterprises as well as micro-enterprise development and expansion. The Contractor shall undertake targeted interventions to address these constraints and to create conditions for sustained productivity and growth at the enterprise, value chain, industry, and sector levels. Illustrative activities include:

- 1) Small and medium enterprise development initiatives that address:
  - a) Support for entrepreneurship and risk-taking
  - b) Incentives schemes for risk-taking behavior in pursuit of profit
    - i) Access to risk-sharing/mitigation vehicles
    - ii) Business insurance
    - iii) Appraisal and valuation
    - iv) Business strategy and market tactics

- v) Organization management, finance, marketing, and operations
  - c) Governance
  - d) Linkages to buyers and/or suppliers
  - e) Value chain strengthening and optimizing
  - f) Innovation in product and service markets
  - g) Integration with local, regional and global markets
  - h) Linkages to foreign brokers, buyers, and suppliers
  - i) New business formation
    - i) Facilitating new entry
    - ii) Decreasing time, cost, complexity of operations and access to services
  - j) Business support and promotion services
  - k) Increased access to improved factor conditions:
    - i) Seed capital, later-stage equity, debt financing
    - ii) Reduction in labor rigidity
    - iii) Land markets formalized
  - l) Infrastructure: physical, technological, informational, administrative, natural resources
  - m) Professional education and certification
  - n) Transition from informal to formal operations
  - o) Domestic and foreign business promotion and support organizations
  - p) Improving institutional support
    - ii) Association development
    - iii) Other strategic working groups
- 2) Micro-enterprise initiatives that address:
- a) Fostering entrepreneurial initiative
  - b) New business formation
  - c) Institutional support development
  - d) Business development services
  - e) Private sector driven policy and regulatory reform
  - f) Training
  - g) Development of market linkages
  - h) Assessments, evaluations, and analyses
  - i) Credit and other financial support
- 3) Support to agribusiness and agriproducers
- a) Alleviation of constraints to agricultural sector growth
    - i) Increasing market access
    - ii) New product and agro-services development
    - iii) Targeting input marketing constraints
    - iv) Market information systems and firm/cluster networking
    - v) Facilitating transactions
  - b) Agribusiness enterprise development
    - i) Private sector driven regulatory reform for agribusiness enterprise ii) Rural infrastructure assessments
    - iii) Land reform assessment
    - iv) Trade and investment development
    - v) Institutional support expansion
    - Vi) Value chain analyses
    - vii) identification of financial support mechanisms
  - c) agrifinancing
  - d) cooperative development organizations and other member-owned businesses
  - e) modernizing on-farm technologies
  - f) crop diversification
- 4) Stabilization – Crisis Assistance to assist the Central Asian Republics in dealing with shocks that decrease economic activity and require rapid, corrective intervention. All of the countries in the region are

at risk of sudden destabilizing events. Kazakhstan and Uzbekistan have aging Soviet era Presidents who run their countries autocratically and where succession could entail an open struggle for power. Kyrgyzstan has had two revolutions since independence and has a history of inter-ethnic violence. Tajikistan has been unable to deliver basic services to its people and is subject to increasing Islamic radicalization. The hostile relationship between Uzbekistan and Tajikistan could lead to war at any time. Turkmenistan's closed and idiosyncratic regime presents a closed façade to the world that defies predictability as to its peaceful evolution, therefore the IQCs will need to have the capacity for rapid response to emergency needs for technical assistance. The ability of a Contractor to mobilize to deliver the required technical assistance quickly will be a determinative factor in the award of a task order issued in response to such an emergency.

#### **C .4.C ILLUSTRATIVE TASK ORDER DELIVERABLES FOR CORE AND TECHNICAL TASKS**

Since identification and specification of task orders is not possible for an IQC mechanism, the following represent general categories of illustrative generic deliverables that contractors shall be capable of producing during the period-of-performance of the IQC:

- 1) Strategies, assessments, and analyses for micro-economic productivity, institutional capacity and other functions that support private-sector-led growth,
- 2) Competitiveness and business productivity initiatives at the national, sub-national, regional, value chain, cluster, and enterprise levels,
- 3) Trade expansion and promotion efforts at the national, regional, and global levels, and facilitation of trade organization membership,
- 4) Public/private dialog and partnerships on business, trade, investment, entrepreneurship, and productivity,
- 5) Private investment encouragement initiatives at the regional, national, sub-national, sector, and firm levels,
- 6) Knowledge management and dissemination activities,
- 7) Initiatives that expand SMEs capacity to meet local content requirements.
- 8) Initiatives that seek to increase SMEs use of new technology and ability to innovate.
- 9) Initiatives that provide technical assistance to government programs to promote SME development.
- 10) Quick response to rebuild the economy of a town, city or region devastated by ethnic violence or natural disaster.

#### **C.4.D IMPLEMENTATION AND PROGRAM MANAGEMENT**

The Contractor shall provide contract management necessary to fulfill the requirements of this Contract. This includes cost and quality control of all tasks orders.

#### **C.4.E GRANTS UNDER TASK ORDERS**

For grants under the task orders the contractor will design a grant-making program that can accommodate both large and small grants, in order to build capacity in, and take advantage of, existing capacity in the widest possible range of local partners. Please see grants management requirements in Section H.17 Grants Under Contract.

## **C.5 KEY PERSONNEL**

**IQC Project Manager:** The Contractor shall designate, for USAID approval, a principal point of contact, the IQC Project Manager that USAID may contact for procedural and substantive matters. In addition to the technical leadership role and responsibilities vested in this person, the IQC Project Manager shall be responsible for preparing and responding to task order proposals.

The IQC Project Manager shall also be responsible for ensuring quality control and for the overall responsiveness of technical assistance provided under the Contract. Substitution of the IQC Project Manager shall be subject to the approval of USAID. The IQC Project Manager roles and responsibilities are as follows:

- 1) The Contractor shall assure that there is always an IQC Project Manager and the costs for that function are included.
- 2) The IQC Project Manager shall select, prepare, place, and support all technical experts carrying out technical requirements;
- 3) The IQC Project Manager shall report to USAID/Central Asia technical and contract personnel in accordance with USAID reporting requirements and as detailed in each task order;
- 4) The IQC Project Manager shall ensure quality control methods in a consistent and transparent manner for all contracted tasks and functions.

USAID recommends IQC Project Manager level of effort only manifest in individual Task Orders. Furthermore, USAID does not envision funding IQC Project Manager level of effort outside of Task Orders.

## **C.6 TECHNICAL SKILL REQUIREMENTS**

The Contractor shall furnish the services of individuals with the necessary education and/or relevant experience as required in each task order.

## **C.7 STANDARDS OF PERFORMANCE**

This section defines the performance requirements to which the Contractor shall be held, establishes the performance levels or standards, and defines how these performance standards will be measured.

### **A. Performance Standards**

Measurable performance standards will be established in individual task orders. These performance standards will be consistent with the objectives for The USAID Microeconomic Foundations for Growth IQC and with the following general performance standards:

- 1) **Technical competence:** Performance shall be measured by the Contractor's effectiveness on the assignment. Effective technical assistance will produce reports that contain actionable recommendations that can be successfully implemented by the client organization.

Ineffective technical assistance is marked by superficial or theoretical findings and recommendations, which are irrelevant or cannot be implemented.

- 2) **Ability to assemble or prepare effective expertise:** Performance may be measured in several different ways. For example, superior contractor recruitment ability goes beyond a simple review of candidate's resumes before submission to USAID. Some candidates might appear qualified on paper, but may lack effectiveness in action. Superior recruitment processes shall be based on references and first-hand contacts with the technical expert proposed. Similarly, in team building, superior contractor performance will be demonstrated by assembling teams that function smoothly in accomplishing the required task.

Superior contractor performance shall take into consideration how each individual will contribute to create positive group chemistry when assembling teams. Inferior performance is marked by disruptive team relations, notwithstanding the sometimes stellar reputation of individual members on the team.

3) Contractor responsiveness: Performance may be measured by the Contractor's ability to maintain open, direct, and responsive communications channels with USAID/Central Asia, country offices, any newly created USAID missions in Central Asia and its clients. Superior contractor performance is marked by a rapid, helpful response to clients without undue delays.

4) Client satisfaction with the finished product: Performance may be measured in many ways. Superior contractor performance is distinguished by the high quality of the final deliverable. High quality deliverables should be clear, concise, accurate, well-structured, and easily comprehended. Advisory services may be measured by the results from recommendations followed.

5) Improved Capacity: Performance may be measured based on the increased ability of the recipient of technical assistance to understand and act on the technical subject matter subsequent to Contractor's provision of services.

6) Adherence to the proposed subcontracting plan: This relates to the Contractor's ability to assemble or prepare effective expertise (noted above). USAID expects to be able to benefit from access to the full range of experience and expertise available through an IQC-holder consortium. The Contractor's adherence to the proposed sub-contracting plan constitutes part of the basis for the evaluation of contractor performance.

**[END OF SECTION C]**



## SECTION D - PACKAGING AND MARKING

### D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance shall be provided through the cognizant technical office indicated on the cover page of this Contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the contractor.

### D.2 BRANDING POLICY

(a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on Contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(b) This is the branding strategy for this IQC:

**Program Name:** The USAID Microeconomic Foundations for Growth IQC

**Branding:** The branding shall incorporate the message that the assistance is "from the American People and by USAID"

**Desired Level of Visibility:** USAID identity must be prominently displayed in: commodities or equipment; infrastructure projects; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and promotional and informational products; and events.

**Organizations to Be Acknowledged:** The branding may acknowledge other organizations deemed as partners of an event or deliverable.

The MP shall enumerate all of the public communications, commodities, infrastructure projects, program materials, events, deliverables, and other items that shall be marked with the USAID identity or brand.

(c) Each request for Task Order proposals (RFTOP) under this IQC shall request a program-specific Branding Implementation Plan (BIP) and Marking Plan. (MP) For each Task Order, the contractor shall develop a detailed BIP and MP. The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns or if the marking shall have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in a TO, the Contractor shall clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the Contractor is acting as USAID's agent. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

In preparation of the branding implementation plan and the marking plan the offeror will use templates for these documents available at <http://centralasia.usaid.gov/page.php?page=article-20>.

**[END OF SECTION D]**

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996
52.246-3	INSPECTION OF SUPPLIES—COST REIMBURSEMENT	MAY 2001
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

### E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID/Central Asia Region (CAR) or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR identified in Section G has been delegated authority to inspect and accept all services, reports, and deliverables required by the basic IQC.

A TOCO may designate a COTR for a specific Task Order. If so, the Task Order COTR (TOCOTR) may inspect and accept all services, reports and required deliverables or outputs if specified in the Task Orders.

**[END OF SECTION E]**

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (AUG 1989)	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT	FEB 1999
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FUNISHED PROPERTY	JUNE 2003

### F.2 PERIOD OF PERFORMANCE (CPFF & FFP)

The period of performance for this Contract is five (5) years from the date of award of the contract.

Task Orders may be issued at any time during this ordering period as following:

- Years 1-3 (5 year task orders)
- Year 4 (3 year task order)
- Year 5 (2 year task order),

The period of performance for a Task Order may not go beyond the duration constraints specified above.

### F.3 PLACE OF PERFORMANCE

Performance of this Contract and Task Orders issued hereunder shall be in the Central Asia Region (CAR), at the contractor's and any subcontractor's facilities at other locations in the United States, and in those countries specified in Task Orders to which the Contracting Officer's Technical Representative, in accordance with Section H of this Contract and the clauses of this Contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel" (AIDAR 752.7027), approves international travel for performance of the work.

### F.4 PERFORMANCE STANDARDS

Evaluation of the contractor's performance shall be conducted for each Task Order in accordance with the performance standards set forth in the Task Order and will be conducted jointly by the TOCOTR and the TOCO, and shall form the basis of the contractor's permanent performance record with regard to this Contract as required in FAR Part 42.15 and AIDAR 742.15. Contractor performance reports shall be conducted for Task Orders only.

### F.5 PROGRESS REPORTING REQUIREMENTS

Progress Reporting Requirements will be defined in the individual Task Orders.

## **F.6 TASK ORDERS**

(a) Task Orders may be issued by USAID/CAR Contracting Officers within the IQC statement of work described in Section C.

(b) Each Task Order will carry a specific Task Order number which will be cited on each invoice placed against this Contract.

(c) In no event shall the aggregate total of all Task Orders exceed the Maximum Ordering Limitation authorized in the Contract. All Task Order statements of work and performance periods shall be within the statement of work and effective period of this Contract.

(d) The FAR and AIDAR clauses/provisions included in the Contract are applicable to Task Orders as issued based on their individual statements of work. Clauses and provisions remain applicable throughout the terms of the Contract and orders. Additionally, there may be clauses/provisions that apply only at the Task Order level, as applicable (e.g. AAPD 07-03 Anti-Trafficking Activities).

(e) All Statements of Work and estimated budgets from prospective task orders must be cleared by the IQC COTR prior to solicitation.

(f) Contractors are encouraged to propose competitive labor costs that may fall below the ceiling daily rates set forth in Section B.12. Labor must not exceed the CDR's or the current CST as addressed in section B.11 (f). Contractors must provide biodata sheets as a part of their task order proposals.

## **F.7 FAIR OPPORTUNITY TO BE CONSIDERED**

(a) General

The IQC holders to be considered for fair opportunity procedures will be listed by modification upon all Contract awards.

All USAID CAR mission Contracting Officers (includes Mission Directors and Executive Officers) may issue Task Orders within their delegated authorities to provide desired services within the scope of Section C. The USAID/CAR Contracting Officer's Technical Representative (COTR) must review the prospective Task Order requirement or statement of work (SOW).

Task Order Contracting Officers (TOCOs) shall negotiate and administer Task Orders in accordance with the ordering procedures set forth herein. The TOCO shall provide each contractor a fair opportunity to be considered for each Task Order (also referred to as "order") exceeding \$3,000 issued under this Contract unless one of the exceptions described in paragraph (b) Fair Opportunity Exceptions, applies. All contractors (or all contractors designated under a specific sector) shall be contacted and provided the opportunity to be considered before award of all Task Orders. Although contractors are not required to submit a proposal for every Task Order request, all contractors interested in providing services under the Task Order shall submit a proposal, inclusive of price.

(b) Fair Opportunity Exceptions

All contractors shall be given a fair opportunity to be considered for Task Orders over \$3,000, unless the TOCO determines that one of the following statutory exceptions applies:

(1) An urgent need exists, and seeking competition would result in unacceptable delays.

(2) Only one contractor is capable at the level of quality required because the requirement is unique or highly specialized.

(3) The order must be issued on a sole source order basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the Contract, provided that all awardees were given a fair opportunity to be considered for the original order. For a follow-on Task Order that implements an activity designed under another order under this Contract, this exception may only be used if the TOCO complied with the Organizational Conflicts of Interest limitations in Contract Information Bulletin 99-17 "Organizational Conflicts of Interest".

(4) To satisfy Contract minimum award obligations.

(5) Small business set aside. In accordance with the authority granted in the Appropriations Act used to fund the award of this basic Contract, USAID may directly place Task Orders with any category of small or small disadvantaged business that received a prime Contract award from the same solicitation that resulted in the award of this Contract. P.L. 107-115, Section 534(f), entitled "Small Business," provides USAID with an additional exception to the fair opportunity process in FAR 16.505. If the firm was a certified small business at time of award, it remains a small business for consideration hereunder for the Contract period of performance.

(d) Request for Task Order Proposal

(1) Individual Task Orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the statement of work, issued within the period of performance, and be within the maximum value of the Contract. Only the Contracting Officer for the basic Contract may modify the basic Contract to change the statement of work, period, or maximum ceiling.

(2) Unless one of the Fair Opportunity Exceptions in section (b) applies, the terms of this Contract require that whenever a Task Order award is contemplated, all Contractors will receive a request for a Task Order proposal and that all Task Order proposals must include the Contractor's cost or price to perform the anticipated Task Order. The TO proposal request must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a description of the intended services and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection may be based upon information obtained from other than the Contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price, but may also include one or more past performance factors such as corporate experience, personnel, or relevant past performance (in other Contracts as well as in earlier orders under this Contract, including quality, timeliness, cost control, and using small business concerns, per AAPD 02-06 Revision 2). When making the final selection, the TOCO should also consider the potential impact on other orders placed with the Contractor and the minimum ordering requirements of the Contract. Although Contractors may elect not to submit a proposal, when they do, they must comply with the page limitations for proposals described in section (d)(3); USAID will not evaluate any pages that exceed these limits.

(3) The following are the thresholds and corresponding procedures for proposals for Task Orders:

(i) **For Task Orders estimated to be equal to or less than \$100,000:** In accordance with the general procedures in (d) above, the Task Order Contracting Officer's Technical Representative (TOCOTR) will request a Task Order and the CO shall issue a request and accept proposals from each business Contractor after coordinating the terms of the RFTOP with the TOCO. The TOCOTR may not ask for more than a two (2) page cost proposal, and if the TOCOTR deems it necessary, may also ask for a technical proposal of no more than ten (10) pages (page limit does not include resumes,

graphs, or past performance information). The TOCOTR is not authorized to undertake discussions or negotiations with the Contractors. After applying the TEC evaluation criteria stated in the request, the TOCOTR drafts a brief memorandum to the TOCO recommending that the Task Order be awarded to the Contractor that most successfully addresses the evaluation criteria. The TOCO is responsible for final selection, negotiation, and Task Order award.

(ii) **For Task Orders estimated to be more than US\$100,000 and equal to or less than US \$2,000,000:** In accordance with the general procedures in (d) above, the TOCO will request a Task Order proposal from each Contractor. The TOCO may not ask for more than a two (2) page cost proposal from each contractor, and if the TOCO, with the consultation of the TOCOTR, deems it necessary, may also ask for past performance information, or for a technical proposal of no more than ten pages (page limit does not include resumes, graphs, and past performance information). Once the contractor is selected, the TOCO may ask for a more detailed proposal (technical or cost) if needed.

(iii) **For Task Orders estimated to be more than US \$2,000,000:** In accordance with the general procedures in (d) above, the TOCO will request a Task Order proposal from each Contractor. The TOCO may use the simplified procedure in (d)(ii) above. The TOCO has discretion to decide how much documentation above the minimum set forth above is needed to assess the technical capability and cost of each contractor.

All contractors interested in being considered for the Task Order must submit a proposal in accordance with the TOCO's request for Task Order proposal instructions. The information that the TOCO requests from each contractor shall be the minimum needed.

(4) To obtain services or other deliverables that are within the statement of work of this Contract, the TOCO may issue orders using any of the pricing types specified in the Contract.

(5) Contractor(s) shall respond to the RFP within the number of calendar days stated in the Request for Task Order Proposal.

No separate payment will be made to the Contractor for the cost to prepare, submit and/or negotiate a Task Order proposal.

(e) Task Order Award

The contractor must not commence work until authorized by the TOCO.

(f) Task Order Administration

Task Order Extensions (non-funded). The TO COTR has the authority to extend the Contractor's performance under the task order beyond the estimated completion date set forth therein, provided that:

- This approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order,
- Performance must not extend beyond 60 calendar days from the original estimated completion date set forth in the task order, and
- Performance must not extend beyond the end of the period of performance in Section F of the IQC.

Prior to the original estimated completion date, the Contractor must provide a copy of the Task Order Technical Officer's written approval for any extension to the term of the task order to the TOCO; in

addition, the Contractor must attach another copy of the TO COTR's approval for such continued performance under the task order to the completion voucher submitted for payment.

(g) Right to Procure from Other Sources

The Government, under the terms of this IQC, retains the right to procure similar services from other sources during the period of this Contract.

(h) Ombudsman

If a contractor believes its organization has not been fairly considered for a particular Task Order, it may present the matter to the TOCO. If the contractor disagrees with the TOCO's explanation or decision, it may request a review of the TOCO's decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from Contractors, collecting information from the CO relevant to the complaint, and ensuring that all Contractors are afforded a fair opportunity to be considered under multiple award Contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal Contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at <http://www.usaid.gov/business/ombudsman.html>. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, M/OAA, E-mail [AandAOmbudsman@usaid.gov](mailto:AandAOmbudsman@usaid.gov).

**F.8 KEY PERSONNEL**

(a) The Contractor shall furnish key personnel as stated in Task Orders.

(b) The key personnel specified in task orders are considered to be essential to the work being performed there under. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer (or from TOCOTR if TOCO delegated this authority in writing).

**F.9 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

(a) Contract Reports and information/Intellectual Products.

(1) The contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer's Technical Representative (COTR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports.

The Contractor shall also submit to DEC copies of information products including training materials, publications, databases, computer programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon Contract completion, the Contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.



(i) At the same time submission is made to the COTR, the Contractor shall submit, one copy each, of Contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following:

- (A) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org);
- (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA;
- (C) Via Fax: (301) 588-7787; or
- (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The Contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the Contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the Contract number(s), Contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.;
- (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible;
- (C) Any other necessary information, e.g. Special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions;
- (D) USAID award number (Contract, etc.);
- (E) USAID objective title and number (if applicable);
- (F) USAID Project title and number (if applicable);
- (G) USAID program area and program element;
- (H) Descriptive title, (if non-English, a translation);
- (I) Author name(s);
- (J) Contractor or grantee name(s);
- (K) Sponsoring USAID Agency operating unit(s), including the name of the current COTR;
- (L) Date of publication; and
- (M) Language of document.

**[END OF SECTION F]**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following AIDAR clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date).

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	USAID ACQUISITION REGULATION (48 CFR Chapter 7)	
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

**G.2 CONTRACTING OFFICER**

(a) For the Basic IQC:

USAID/CAR, Acquisition and Assistance Office  
41 Kazibek bi Street  
Park Palace Building  
Almaty, Kazakhstan 050000  
Tel 7-3272-50-00-41

(b) For Task Orders:

The Contracting Officer executing the individual Task Order will retain cognizance of Contract administration for that Task Order.

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

(a) For the Basic IQC: The COTR will be assigned upon the award on the IQC.

Name ()  
USAID/CAR  
41 Kazibek bi Street  
Park Palace Building  
Almaty, Kazakhstan 050000  
Tel 7-3272-50-00-41

(b) For Task Orders:

Each Task Order issued hereunder will indicate a COTR for that particular Task Order. The COTR will be responsible for technical oversight for that specific Task Order.

**G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT**

The Contractor's primary point of contact is the designated Contracting Officer Technical Representative (COTR).

**G.5 PAYING OFFICE**

The Contractor must submit invoices to the payment office USAID/CAR Office of Financial Management at the following email address:

CARinvoices@usaid.gov

### **G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting GEO Area:

Object Class:

Amount Obligated:

[The above section will be completed by CO upon award]

### **G.7 CONTRACTOR'S PAYMENT ADDRESS**

The contractor's primary point of contact on IQC award is:

Name: \_\_\_\_\_ [To be completed by the offeror]

Email: \_\_\_\_\_ [To be completed by the offeror]

Phone: \_\_\_\_\_ [To be completed by the offeror]

### **G.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications or technical information to be delivered. Technical directions must be in writing, and must be within the statement of work as detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the COTR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the Contract in accordance with the Contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with the Contractor's performance and to direct the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officers Technical Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The COTR is not empowered to award, agree to, or sign any Contract (including delivery or purchase orders) or modifications thereto or in any way to obligate the payment of money by the Government. The COTR may not take any action which may impact on the Contract schedule, funds, scope or rate of utilization of LOE. All Contractual agreements, commitments or modifications shall be made only by the Contracting Officer.

(c) In the separately-issued COTR designation letter, the CO designates an alternate COTR to act in the absence of the designated COTR, in accordance with the terms of the letter.

(d) Contractual Problems - contractual problems, of any nature, that may arise during the life of the Contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract statement of work and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this Contract. Notwithstanding any clause contained elsewhere in this Contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: statement of work, price, quantity, technical specifications, delivery schedules, and Contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(e) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be a change, within 10 days, waives the Contractor's right to any claims for equitable adjustments.

(f) In case of a conflict between this Contract and the COTR designation letter, the Contract prevails.

**[END OF SECTION G]**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See <https://www.acquisition.gov/FAR/> for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 1997

### H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every Contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the Contract, and whether the individual is an employee or dependent.
- (3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number (s), and the name of the Contractor's home office staff member having administrative responsibility for the Contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

### H.3 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this Contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

### H.4 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

- (a) Limitations:
  - (1) If, during contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds 5% of the individual's current salary or wage or the highest rate of

annual salary or wage received during any full year of the immediately preceding three (3) years the Cognizant Contracting Officer's approval is required. The proposed increase should not exceed the TEC.

[Note: The above provision may not apply depending upon whether or not the task order is firm fixed price Task Order.]

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.3 above unless an advance written waiver is granted by the USAID Procurement Executive.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

Annual salary increase (of any kind, cost of living and merit increases, or other) of 2% cumulatively may be granted within twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.3 may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

## **H.5 DEFENSE BASE ACT (DBA) INSURANCE**

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is: Allied World Assurance Company

To obtain DBA insurance, Contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc.:

Primary Contact

AON  
199 Fremont St., Suite 1400  
San Francisco, CA 94105  
Regina Carter  
Phone: 415-486-7554

### Secondary Contact

AON

1120 20th St., N.W., Suite 600

Washington, DC 20036

Ellen Rowan

Phone: 202-862-5306

The Contractor is required to procure DBA insurance through USAID's approved Contractor, Allied, through AON. DBA rates can be negotiated at the task order level.

## **H.6 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct Contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the Contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

NOTE: USAID does not have a Medevac service provider. Contractors must meet this requirement in the most efficient manner. The following link is provided as a courtesy:

[http://travel.state.gov/travel/tips/health/health\\_1185.html](http://travel.state.gov/travel/tips/health/health_1185.html).

## **H.7 AUTHORIZED GEOGRAPHIC CODE**

The IQC itself is subject to geographic code "000". The authorized geographic code(s) for future specific orders will be specified in the individual Task Orders. See **Attachment J.1** for USAID geographic code definitions.

## **H.8 LOGISTIC SUPPORT**

The Contractor shall be responsible for all logistics, procurement, personnel, management, and finance aspects of the program. These include but are not limited to mobilizing rapidly; hiring and training staff; setting up offices; travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

## **H.9 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultants shall have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the required language capability as required by the Task Order.

#### **H.10 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (Design Services)**

Task Orders under this Contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation Contract would not be in the Government's interest. When a Task Order includes a work requirement that will preclude the Contractor from furnishing implementation services, a clause stating the preclusion will be included in the Task Order.

#### **H.11 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (Indefinite Quantity Contract) (Evaluation Services)**

(a) Task Orders under this Contract may call for the Contractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it as furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

#### **H.12 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Contract.

#### **H.13 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

Funds in this Contract or any Task Orders awarded under it may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the CO/COTR.



#### **H.14 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this Contract/Task Orders. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the Contract/Task Order. At least one week prior to commencement of approved international travel, the Contractor shall notify the Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

[NOTE: In accordance with the above clause, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the COTR prior to their assignment abroad, which must be within the terms of this Contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.]

#### **H.15 REPORTING OF FOREIGN TAXES**

(a) Reports. The Contractor must annually submit an annual report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Agreement number(s).
- (4) Amount of foreign taxes assessed by a foreign

Government [*list each foreign government separately*] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(7) The final report is an updated cumulative report of the interim report.

(8) Reports are required even if the Contractor/recipient did not pay any taxes during the report period.

(9) Cumulative reports may be provided if the Contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country Contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.

(4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: ***AlmatySection506@usaid.gov***

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

#### **H.16 USAID DISABILITY POLICY (DECEMBER 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-17)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives the USAID Disability Policy in performing this Contract. To that end and within the statement of work of the Contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

#### **H.17 GRANTS UNDER CONTRACT**

The grant program under the GUCs authority must meet the following conditions:

(1) The total value of an individual grant to a U.S. organization must not exceed \$100,000. (This limitation does not apply to grant awards to non-U.S. organizations.)

(2) It is not feasible to accomplish USAID objectives through normal USAID contract and grant awards because either

(a) Executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or

(b) The grant program is incidental and relatively small in comparison to the other technical assistance activities of the contractor.

(3) USAID must be significantly involved in establishing the selection criteria and must approve the recipients. USAID may be less significantly involved when grants are quite small and are incidental to the contractor's technical activities.

(4) USAID must ensure that the requirements that apply to USAID-executed grants will also apply to grants that a USAID contractor executes.

(5) USAID must retain within the contract the ability to terminate the grant activities unilaterally in extraordinary circumstances.

USAID does not authorize contractors to execute or administer cooperative agreements on its behalf. Nor does USAID require HCA approval when a contractor will only be managing or administering grants already awarded by USAID.

**H.17.(a) General.** The Contractor will award one or more grants on behalf of USAID to eligible recipients to further the Program, and will generally administer such awarded grant(s), in accordance with the requirements of USAID's Automated Directives System (ADS) Chapter 303, the provisions of this Agreement and applicable law.

**H.17.(b) USAID Approval of Grantees.** The Contractor shall coordinate with USAID with respect to the establishment of selection criteria for grantees, such that USAID shall have substantial involvement in the establishment of the selection criteria. Before awarding a proposed grant, the Contractor must receive the prior written approval of USAID, including USAID approval as to (1) the identity of the proposed grantee, (2) the amount of the proposed grant, and (3) the nature of the grant activities.

**H.17.(c) Ineligible Recipients.** Without the prior written consent of the USAID contracting officer on the Contract (the "Contracting Officer"), the Contractor may not award any grant to: (1) any entity which is a "private voluntary organization" ("PVO") but has not registered as such with USAID; (2) any entity whose name appears on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs"; (3) any "public international organization"; (4) any governmental organization; or (5) any entity affiliated with the Contractor or any of its directors, officers or employees. In the case of an unregistered PVO which the Contractor believes might be able to undertake useful grant activities to further the Program, the Contractor may encourage the organization to register as a PVO with USAID, provided that the Contractor makes no promise, actual or implied, that the organization shall thereafter receive a grant.

**H.17.(d) Award of Grants.** Without limiting the foregoing, this Section sets forth a brief overview of the Contractor's grant-making responsibilities. Grant-making duties include: (1) with USAID, establishing eligibility and selection criteria; (2) selecting grant recipients in accordance with competition requirements; and (3) after securing USAID's approval, drafting, negotiating and awarding grants.

**H.17.(e) Selection Criteria for the Program.** The cognizant USAID technical office (the "USAID Tech Office") will provide information to the Contractor as to the desired objectives to be met by the grant activities to be supported through the Program. The USAID Tech Office may give the Contractor guidance as to the estimated number of grants to be awarded (and any limitations on the dollar amounts thereof) and as to the type of organization to be targeted for assistance (e.g., health care, farmers, etc.). USAID will have substantial involvement in the selection criteria for the grantees.

**H.17.(f) Form of Grant.** Each grant awarded by the Contractor on behalf of USAID under this Agreement shall comply with the Contractor's grant manual, which requires Contracting Officer approval and generally follows the requirement found in ADS 303.

**H.17.(g) Term of Grants.** The Contractor may not award any grant for a period extending beyond the estimated termination or completion date of its Contract and whose term should allow for the orderly close-out prior to the expiration date of the contract.

**H.17.(h) Amount of Grants.** The grant portion of each task order will be stipulated therein.

**H.17.(i) Funding of Grants; Separate Account.** The Contractor will give periodic advances to the recipients of all grants hereunder, in accordance with the Required-as-Applicable Standard Provision, unless USAID shall have agreed to another payment mechanism. The Contractor will receive reimbursement from USAID of such advanced amounts through its usual vouchering procedure under the Contract. All interest and other refunds by grant recipients hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor (the "Separate Account"). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account may be used for grant-making or shall be paid annually to USAID, as directed by the Contracting

Officer. At the conclusion of the Contract, any funds remaining in the Separate Account shall be returned to USAID.

**H.17.(j) Right of USAID to Supersede Contractor Decisions.** Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this Agreement, USAID retains the right, at all times hereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, the Contractor's authorities under this Agreement.

**H.17.(k) Conflicts.** In performing its duties hereunder, the Contractor shall scrupulously avoid any conflicts of interest. Should any conflict of interest arise, the Contractor shall immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor shall follow the instructions of the Contracting Officer.

**H.17.(l) Records Retention.** The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be promptly forwarded to the Contracting Officer or his/her designee. USAID and the Comptroller General shall have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

## **H.18 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

## **H.19 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)**

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this Contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 and 011 unless otherwise specified in the schedule of this Contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this Contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,

- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this Contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

## **H.20 SALARY SUPPLEMENTS**

Any payments by the Contractor to employees of any government at any level shall be subject to the USAID policy on salary supplements found at this website: (<http://www.usaid.gov/policy/ads/200/119780.pdf>), or as revised. When this issue arises during the life of the IQC, the Contractor shall consult with USAID on any questions regarding the applicability of the policy.

## **H.21 GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the CO.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the Contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the Contract.

## **H.22 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project shall be considered the property of USAID for cost reimbursable Task Orders, for fixed priced Task Orders only required deliverables will be considered the property of USAID.

## **H.23 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor shall request authorization from the Government to purchase equipment and/or resources for Contract. As part of this requirement, the Contractor shall provide a list giving a description of every item, quantity of units, price, function, and whether it is a new/used item.

## **H.24 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT**

The Contractor must provide evidence of environmental compliance upon submission of task order proposals.

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of

USAID's activities on the environment are to be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offeror environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

1b) In addition, the Contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

2a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID Contracting Officer's Technical Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this Contract to determine if they are within the statement of work of the approved Regulation 216 environmental documentation.

2b) If the Contractor plans any new activities outside the statement of work of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

2c) Any ongoing activities found to be outside the statement of work of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

[Note: Environmental Principles in Risk Management Training -While there are no direct impacts of Categorically Excluded §216.2(c)(1)(i) activities under this agreement as above, principles of environmental management should be taken into consideration for education, technical assistance, or training activities related to both disaster preparedness and risk management. The Contractor will consider these principles in training (e.g., Risk Management Training Program) as well as in guidance and technical assistance to key actors in the region, wherever possible, to promote attention to environmental management issues for risk management and the development of human resources.

Technical references to reduce environmental impact of disasters include the reference in the Field Operations Guide (FOG) v. 4.0 Chapter II F3 to the Rapid Environmental Assessment (REA) a simpler and more straightforward analytical and decision-making framework to identify significant environmental issues in relation to the prime humanitarian objectives of saving lives and reducing damage, co-funded by OFDA,  
[http://www.benfieldhrc.org/disaster\\_studies/rea/rea\\_index.htm](http://www.benfieldhrc.org/disaster_studies/rea/rea_index.htm).]

## **H.25 DISCLOSURE OF INFORMATION (AIDAR)**

(a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM) or

The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

## **H.26 RIGHT TO PROCURE FROM OTHER SOURCES**

The Government, under the terms of this IQC, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement Infrastructure activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved Task Order.

**[END OF SECTION H]**

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	Definitions.	(JUL 2004)
52.203-3	Gratuities.	(APR 1984)
52.203-5	Covenant Against Contingent Fees.	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government.	(SEP 2006)
52.203-7	Anti-Kickback Procedures.	(OCT 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	(OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct.	(APR 2010)
52.204-2	Security Requirements.	(AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	(AUG 2000)
52.204-7	Central Contractor Registration.	(APR 2008)
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	(OCT 2010)
52.204-9	Personal Identity Verification of Contractor Personnel.	(SEP 2007)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	(DEC 2010)
52.209-8	Updates of Information Regarding Responsibility Matters.	(APR 2010)
52.215-8	Order of Precedence - Uniform Contract Format.	(OCT 1997)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	(OCT 2010)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications.	(OCT 2010)
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52.227-14 Rights in Data--General. (DEC 2007)

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†52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

\*52.229-3 Federal, State, and Local Taxes. (APR 2003)

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  - 52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)
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  - \*52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)
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752.7033	PHYSICAL FITNESS	JUL 1997
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752.7035	PUBLIC NOTICES	DEC 1991
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITES	JUN 2008

**I.2 52.216-7 Allowable Cost and Payment. (DEC 2002)**

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

### **1.3 52.244-2 Subcontracts. (OCT 2010)**

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed

and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [ ]

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;



(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [ ]

(End of clause)

#### **I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

#### **I.5 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or Task Orders by the individuals or activities designated, in the Schedule. Such orders may be issued from effective date of the IQC through the IQC completion date (also see F.2., Period of Performance).
- (b) All delivery orders or Task Orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or Task Order and this Contract, the Contract shall control.
- (c) If mailed, a delivery order or Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity Contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided, that the Contractor shall not be

required to make any deliveries under this Contract after three (3) years after the end of the ordering period.

**I.7 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this Contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, Contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, Contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, Contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information  
1099 14<sup>th</sup> Street, N.W. Washington, DC 20570  
1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (9), the Secretary may direct that this Contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government Contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work Sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a Contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive Order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for Contractors covered by the Railway Labor Act and a second for all other Contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this Contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For Indefinite Quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation, with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **I.8 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (ADS 302.3.4.10)**

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Contractor must maintain this detailed listing of compliant products for the full Contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this Contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or

upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the Contract renewal date, whichever shall occur first.

### **I.9 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the Contract or approved in writing by the Contracting Officer. A copy of the standards for USAID financed publications and video productions are attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the Contract or in writing by the Contracting Officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the Contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

**[END OF SECTION I]**

## **PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

Certain attachments are forms to be completed and submitted with the proposal (technical or cost). Hard copies of all attachments are found immediately following Section M. Some of the attachments which are forms can also be accessed at: <http://www.usaid.gov/forms/>

If downloaded from the <http://fedbizopps.gov> site RFP's form/attachment is not clear, the prospective offeror must go to the link (in paragraph above) and obtain clear copy. No individual requests for providing copies of form will be filled.

ATTACHMENT J.1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS  
(Informational)

ATTACHMENT J.2\* - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET  
(To be included in the Cost proposal)

ATTACHMENT J.3\* - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES  
(To be included in the Cost proposal)

ATTACHMENT J.4\* - SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE  
(To be included in the Cost proposal)

ATTACHMENT J.5\* - Microeconomics PRICE EVALUATION MATRIX  
(To be included in the Cost proposal)

**Notes:**

\* Submission of completed Attachment or Plan denoted by asterisk is **required**.

**[END OF SECTION J]**

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The representations, certifications and other statements as provided herein are applicable to Task Orders based on their individual statements of work.

#### K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.237-8	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

#### K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990 (All other professional and technical services).

(2) The small business size standard is \$7.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service Contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have o have not o, 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.



(iv) 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).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

#### **K.5 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for Contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the Contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a Contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

#### **K.6 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant Contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated Contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any Contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those Contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a Contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of Contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting Contract performance cost data.

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime Contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under

subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime Contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant Contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime Contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified Contract coverage if this proposal is expected to result in the award of a CAS-covered Contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime Contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated Contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing Contracts and subcontracts.

\* yes \* no

(End of Provision)

*Alternate I (Apr 1996).* As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

\* (5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

\* (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

\* (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: \_\_\_\_\_  
\_\_\_\_\_

YES  NO

**K.7 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the Contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.8 INSURANCE - IMMUNITY FROM TORT LIABILITY**

The offeror represents that it  is,  is not a State agency or charitable institution, and that it  is not immune,  is partially immune,  is totally immune from tort liability to third persons.

**K.9 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**[END OF SECTION K]**

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitations provisions by reference, with the same force and effect as if they were given in full text. Full electronic text is available at USG or USAID public domain (CO will not make 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 addresses:

<https://www.acquisition.gov/far/>

Number	Title	Date
	Federal Acquisition Regulation (48 CFR Chapter 1)	
52.204-6	Data Universal Numbering System (DUNS) Number	Oct 2003
52.216-27	Single or Multiple Awards	Oct 1995
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.222-24	Pre-award On-site Equal Opportunity Compliance Evaluation	Feb 1999
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993

### L.2 52.215-1 Instructions to Offerors-Competitive Acquisition (Jan 2004)

#### 1) Definitions. As used in this provision –

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

In writing, writing or written means any worded or numbered expression that can be read, reproduced and later communicated and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to a mistake, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time” if stated as a number of days, is calculated using calendar days unless otherwise specified and will include Saturdays, Sundays and legal holidays. However, if the last day falls on a Saturday, Sunday or legal holiday, then the period shall be extended to the next working day.

#### 2) Amendments to solicitations.

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors are reminded to complete STANDARD FORM 33, BLOCK 14 to indicate their offer is submitted based on the entire RFP Solicitation including Amendment(s) – must be specified, if any are issued, otherwise the offer may be excluded from consideration.

#### 3) Submission, modification, revision and withdrawal of proposals.

- a) Unless other methods (e.g. electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
  - i) Addressed to the office specified in the solicitation
  - ii) Showing the time and date specified for receipt, the solicitation number and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information outlined in Section L.6 (ii) of this provision.
  
- b) The first page of the proposal must show
  - i) The solicitation number
  - ii) The name, address, telephone, fax and email of the offeror
  - iii) A statement specifying the extent of agreement with all terms, conditions and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
  - iv) Names, titles, telephone and email contacts of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation
  - v) Name, title and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
  
- c) Submission, modification, revision and withdrawal of proposals.
  - i) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation, the time for receipt is 16.30, local time, for the designated Government office on the date that proposal or revision is due
  - ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offer is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 17.00 local time, one day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
 (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  - iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - iv) In an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first day on which normal Government processes resume.
  - v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
  
- d) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  
- e) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.



- f) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time and may submit modifications in response to an amendment or to correct a mistake at any time before award.
- g) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- h) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

4) Offer expiration date.

Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

5) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:

- a) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and
- b) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

6) Contract award.

- a) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror (s) whose proposal (s) represents the best value after evaluation in accordance with the evaluation factors in the solicitation.
- b) The Government may reject any or all proposals if such action is in the Government’s interest.
- c) The Government may waive informalities and minor irregularities in proposals received.
- d) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- e) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- f) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.
- g) Exchange with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- h) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- i) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- j) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- k) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
  - (i) The Agency's evaluation of the significant weakness or deficiencies in the debriefed Offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
  - (iii) The overall ranking of all Offerors, when any ranking was developed by the Agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the Agency.

**L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of multiple Indefinite Quantity Contracts resulting from this solicitation. The individual (future) task orders will be one of the following: Firm-Fixed Price (FFP) or Cost-Plus-Fixed-Fee (CPFF), term or completion.

**L.4 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 the Agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Geoffry A. Lohsl  
 Contracting Officer  
 USAID/CAR, Acquisition and Assistance Office  
 41 Kazibek bi Street  
 Park Palace Building  
 Almaty, Kazakhstan 050010  
 Tel 7-2272-50-00-41

All protests should also be sent to:

William Buckhold (GC/LE)  
 1300 Pennsylvania Ave., NW, RRB 6.06.071  
 Washington D.C. 20532  
 Fax: 202-216-3058  
 Tel: 202-712-1903

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

**L.5 GENERAL INSTRUCTIONS TO OFFERORS**

- a) Multiple Awards. The U.S. Government anticipates awarding approximately two (2) to four (4) contracts. The Agency reserves the right to award more or less awards than the anticipated number of contracts stated above.

- b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an Offeror does not understand the instructions in this Solicitation, then it should send an email with specifics to [AlmatyAASolicitations@usaid.gov](mailto:AlmatyAASolicitations@usaid.gov) and copy to [rrabie@usaid.gov](mailto:rrabie@usaid.gov) requesting clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet that deadline.

This RFP describes **ALL** known specifics associated with this Solicitation's requirements. No further amplification of Section C or Annex will be made, if requested. If prospective Offeror notes inconsistencies or conflicting information in the body of this Solicitation document or discovers any substantive error (s) which may require explanation or correction, these should be communicated by email to [AlmatyAASolicitations@usaid.gov](mailto:AlmatyAASolicitations@usaid.gov) and copy to [rrabie@usaid.gov](mailto:rrabie@usaid.gov) **not later** than (15) calendar days from the RFP issuance date. The subject line must state: "RFP: SOL-176-11-000002". Please identify RFP section/sub section and page number where error/inconsistency is detected. USAID reserves the right not to respond to communications received after this date. If the nature of communication (must be received within 15-day window stated above) necessitates posting additional information or clarifications, an Amendment will be issued. The RFP closing date is intended to remain unchanged. Offerors are encouraged to regularly access FedBizOps during the entire period the RFP remains open in order to be familiar with Amendment (s) issued, if any.

- c) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- d) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to
  - (i) Interviews with individuals to establish their ability to perform contract duties under the project conditions;
  - (ii) Review of the prime contractor's financial condition, business and personnel procedures, etc.;
  - (iii) Site visits to the prime contractor's institution.
- e) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract.
  - (i) Completion of Standard Form 33, Blocks 12 through 18;
  - (ii) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;
  - (iii) Completion of the "Representations, Certifications and other Statement of Offerors" in Section K;
  - (iv) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.
- f) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

**L.6 DELIVERY INSTRUCTIONS**

The offeror should submit the proposal:

(I)Number and type of copies.

DOCUMENT	TECHNICAL PROPOSAL # of Copies	COST PROPOSAL # of Copies
Original	1	1
Paper copies	5	5
Text accessible CD-ROM	1	1

(ii) as electronic media to the issuance office. The media is to be either compact disk and email with attachments. Email with attachments must be no larger than 4MB per email and no more than (6) attachments per email and sent to [AlmatyAASolicitations@usaid.gov](mailto:AlmatyAASolicitations@usaid.gov) and copy to [rrabie@usaid.gov](mailto:rrabie@usaid.gov) and copy to [galohsl@usaid.gov](mailto:galohsl@usaid.gov). Emails with attachments and compact disks (one for technical and one for cost proposals) must use Microsoft Windows Office Suite 2010, or be Adobe Acrobat version 8 or 9 Portable Document Format (PDF) files or another software application compatible with either MS Windows Office Suite 2010 or Adobe Acrobat version 8. Do NOT send compressed files, leave all files “unzipped” in submissions. There is no limit on the number of emails that may be sent; just the size of each email. Delivery of proposals as paper copy is however acceptable.

Because electronic submissions will be accepted for this procurement, please be advised that the US Government shall not be responsible for incomplete/corrupted or missing information in electronic submissions. Files should be “read-only” locked files. It is critical that the offeror ensure that the files sent are organized in the electronic format and can be simply accessed and printed by the U.S. Government. USAID will only confirm receipt and print out the electronic submission, USAID will not ensure quality or completeness of electronic files attached to e-mails. All electronic submissions must be received no later than the due date of this solicitation.

and

(iii) via regular mail or hand-carried- sending one original and 5 paper copies of a technical proposal and one original and 5 copies of a cost proposal

Acquisition and Assistance Office  
USAID/CAR  
41 Kazibek bi Street  
Park Palace Building  
Almaty 050010  
KAZAKHSTAN

Via regular mail – all mail is subject to US Embassy electronic imagery scanning methods and physical inspection. Ensure that the package is sealed and clearly marked: Technical or Cost/Business Proposal in Response to RFP#: SOL-176-11-000002, USAID/CAR

Regardless of delivery method used, all proposals must be received by the Issuing Office (see NOTE at the page bottom) no later than **Closing Time and Date stated on this Solicitation’s face page (SF-33, Block 9)**. Offerors are advised to allow sufficient lead-time for the proposal delivery (by any method of delivery above) to the Government’s proposals first entry-point to reach the final point of proposal receipt before the RFP’s closing time and date.

Hand delivery (including commercial courier) – All deliveries are subject to physical inspection by the U.S. Embassy prior to receipt by USAID and the Contracting Officer.

Regardless of the method used, the Technical Proposal and Cost Proposal must be kept separate.

The U.S. Government is not obligated to make an award or to pay for any costs incurred by the Offeror in preparation of a proposal in response hereto.

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE MICRO TECHNICAL PROPOSAL**

a) Offerors must organize the technical proposal to follow the Technical Evaluation Criteria listed in Section M.

The technical proposal should address how the Offeror has performed work similar to that described in the Statement of Work in Section C as well as how they will excel in conducting this work if selected.

Failure to include all required attachments or information (with attention to the required fill-ins throughout this Solicitation) or to organize the proposal in the manner prescribed in this RFP Solicitation may result in the proposal’s removal from consideration.

- b) The written technical proposal is limited to (10) pages and shall be written in English. Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively. Do not use a type smaller than 11-point font size. Information submitted over the page limit will not be evaluated.

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the above-stated page limitation.

Not included in this page limitation are the following:

1. Table of Contents
2. Dividers
3. Appendix attachments which contain biographical information (i.e. resumes, CVs and other credential type documentation provided by the Offeror) for proposed candidates.
4. Contractor / Major Subcontractor Past Performance Listing (to be generated by the bidder) and included in the Technical Proposal.
5. Charts, such as Management Structure, Organizational Charts. All critical information from appendices should be summarized in the technical proposal.

The submission must address:

### **1) Management Plan [See Section M.3 (a)]**

- (i) Describe the role of each member of the proposed consortia (including the Offeror) and what each proposed member of the consortia adds to the technical capacity of the consortia to implement the Task Orders contemplated by this IQC.
- (ii) Discuss the Offeror's plan to manage multiple complex projects and to perform effectively working with different client and interest groups toward shared and complimentary objectives.
- (iii) Describe the Offeror's plan to assemble technical assistance teams, including subcontractors and local partners, place them in the field in a timely manner and provide them with all necessary support.
- (iv) Describe the roles and responsibilities of home office management staff and the IQC Manager, their assigned management and decision-making authorities and the relationship the Offeror will have with expected subcontractors.
- (v) Describe the level of effort of small business and local firm participation to which bidders are willing to commit as well as the quality and effectiveness of those organizations.

### **2) Past Performance Information [See Section M.3 (b)]**

The Offeror (including all partners of a joint venture and local implementers as consortia members) must provide performance information for itself and each major subcontractor (one whose anticipated involvement in IQC and future task orders implementation will exceed 10 percent of the Offeror's total proposed cost) in accordance with the following:

(a) Offerors should submit final past performance reports or interim past performance reports if final reports are not available in the Government past performance databases such as Contractor Performance Assessment Reporting System (CPARS) database.

- (i) List in an annex to the technical proposal up to five (5) of the most recent and relevant contracts for efforts similar to the work in the subject proposal. List five for the prime bidder and five for the major subs, if each performed five contracts for work/similar work to Section C Technical Tasks representing the most relevant indicators of past performance for this RFP.
- (ii) Provide for each of the contractors a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses and a description of the performance to include:
  - Scope of work or complexity/diversity of tasks
  - Primary location(s) of work
  - Term of performance
  - Skills/expertise required
  - Dollar value
  - Contract type, i.e. fixed-price, cost reimbursement, etc. (USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to

provide performance information concerning the listed contracts if and when USAID requests it.

- (iii) If extraordinary problems impacted any of the referenced contractors, provide a short explanation and the corrective action taken, per FAR 15.305(a) (2).
- (iv) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.
- (v) Information on small business participation (FAR 19.001), as annex.

(1) This section (v) is not applicable to offers from small business concerns.

(2) As part of the evaluation of performance in Section M.2 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

(3) In order to fully and fairly evaluate performance in this area, all Offerors who are not small business concerns must do the following:

(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.

(C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information if needed. However, USAID has a preference for past performance information that comes in through CPARS (Contractor Performance Assessment Reporting System).

If the performance information contains negative information on which the offeror has not previously been given an opportunity to comment, USAID will provide the offeror an opportunity to comment on it prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information.

### **3) Technical Understanding [See Section M .3(c)]**

- (i) Describe the priority issues, constraints, and reform challenges to Micro Economic Growth in the Central Asian Republics in the areas of 1) Small and medium enterprise development, 2) Micro-enterprise development, 3) Support to agribusiness and agri-producers, 4) Stabilization – Crisis Assistance.
- (ii) Discuss the Offeror's comprehension of micro-economic reform activities and how they should be incorporated into USAID/CAR and its counterparts' objectives.
- (iii) Describe the Offeror's plan for human capacity development in the public and private sectors in the Central Asia region.

### **4) IQC Project Manager [See Section M.3 (d)]**

- (i) Describe the relevant experience and education of the IQC project manager and his/her effectiveness as a manager and in working with USAID and counterparts.

- (ii) The Offeror shall include as part of its proposal a signed acknowledgement letter of commitment from the person proposed as primary point of contact confirming his/her present intention to serve in the stated position.
- (iii) Resume'/References. The Offeror shall submit a complete and current resume' for the IQC Manager (not a bio-data sheet). The resume shall highlight information regarding supervisory responsibilities over the last three years. The Offeror shall also submit three (3) references, with contact information for the proposed candidate.

**L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL (CPFF)**

**a) Part 1 – Standard Form (SF) 33**

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer and Award"], with blocks 14 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer. Offerors are **cautioned** to complete **all** required blocks (including acknowledgement of Amendments). The proposal shall be valid for 120 days.

**b) Part 2 – Proposed Costs/Prices**

**(1) Ceiling Daily Rates**

(a) Labor Categories (US Expatriate Ceiling Daily Rates). The Offeror must propose unburdened CDRs for each labor category, and level set forth in Section B.12. Offerors are reminded to bid separate rates for each year and rates will be included accordingly - whole dollars are preferred but not required. Please be advised that CDRs cannot exceed the USAID maximum allowable unburdened rate of \$635.76. The Offeror must submit average CEILING DAILY RATES and a completed "sample budget" as detailed in the MICRO ECONOMIC COST EVALUATION MATRIX (Attachment J.5, Line item A) and fill out line items I-P applying its proposed averaged ceiling overhead rates (Years 1-7).

(b) The Offeror must provide at minimum one (1) completed and signed Contractor Biographical Data Sheet (USAID Form 1420-157, see attachment J.2) for each of the labor categories and labor level in section B.12 and for the proposed IQC Manager. The biodata sheets and resumes provided should be a representation of the prime and/or major subcontractor employees/consultants.

(c) At the time a Request for Task Order Proposal is issued, the Offeror must provide a completed and signed **Contractor Biographical Data Sheet (USAID Form 1420-157, see attachment J.2)** for the positions listed below. The biodata sheets and resumes provided should be a representation of the prime and/or major subcontractor employees/consultants.

This information provided above will be considered as part of the Government's cost realism analysis.

Year 1:		Ceiling Daily Rates		
Labor Category		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor			
1004	Grant Manager/Contract Manager/M&E Specialist/	\$	\$	\$
	ICT Specialist			
1005	Administrative Support	\$	\$	\$
Year 2:		Ceiling Daily Rates		
Labor Category		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$

1004	Event Specialist/Accountant/Financial Advisor Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$
Year 3: Labor Category		Ceiling Daily Rates		
		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor			
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$
Year 4: Labor Category		Ceiling Daily Rates		
		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor			
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$
Year 5: Labor Category		Ceiling Daily Rates		
		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor			
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$
Year 6: Labor Category		Ceiling Daily Rates		
		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor			
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$
1005	Administrative Support	\$	\$	\$
Year 7: Labor Category		Ceiling Daily Rates		
		Level I	Level II	Level III
1001	Agribusiness Specialist/Trade Specialist	\$	\$	\$
	Enterprise Development Specialist/IQC Manager	\$	\$	\$
1002	Attorney/Legal Advisor	\$	\$	\$
1003	Training Specialist/Communications Specialist	\$	\$	\$
	Event Specialist/Accountant/Financial Advisor			
1004	Grant Manager/Contract Manager/M&E Specialist/ ICT Specialist	\$	\$	\$



1005 Administrative Support

\$ \$ \$

[Note: Orders may be placed through the end of year five. In accordance with F.2, the duration of the task orders have varying limits throughout the period of the IQC. During years 1-3, five year task orders are allowed and therefore include rates through year 7. During year 4, a three year task order is allowed and year 5 allows a two year task order.

(2) Overhead rates

The offeror must propose overhead rates in sections B.6 and B.7. See further instructions provided below.

(3) Fixed Fee/Profit Information

The Prime and each Major Subcontractor must submit the overall fixed fee/profit to be used for CPFF and FFP task orders. The proposal for fixed fee shall be provided in accordance with Section B.9 Ceilings on Fixed Fee/Profit. The proposal shall include:

- An explanation of the method used to establish the fixed fee/profit rate and how it is applied to all costs.

(4) Indirect Cost Information

The Prime and each Major Subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

- (i) If the Offeror or any major subcontractor does not have a cognizant Government Audit Agency, then the proposal shall include:
  - a) Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate (s) proposed;
  - b) The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independently certified audit by a certified accounting firm of these rates.
- (ii) Proposal for indirect cost rate ceilings in accordance with Section B.7 Ceiling on Indirect Cost (optional).

<u>Indirect Cost Type</u>	<u>FY 011</u>	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16*</u>	<u>FY 17*</u>	<u>FY 18*</u>
1. _____	_____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____	_____

\*- Indirect cost for Task Orders (if any) three (3) years after the end of the ordering period of the IQC

**c) Part 3 – Representations, Certifications, and Other Statements of Offerors**

The Offeror and each proposed subcontractor shall complete Section K “Representations, Certifications, and Other Statements of Offeror”, and sign and date on the last page in the space provided.

**d) Part 4 – Policies and Procedures**

If the Offeror does not have prior Federal contracting experience, submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

**e) Part 5 – Subcontracting Plan**

If the Offeror is other than a small business, it must submit a Subcontracting Plan (see Attachment in Section J). Submitted plans must address subcontracting with small businesses (SB), veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small business concerns. This plan will be the equivalent of a master subcontracting plan for the overall IQC. Individual subcontracting plans will also be included in each Task Order over \$550,000 for other than small businesses. (The contractor is required to submit the approved Task Order subcontracting plan to OSDDBU.) See Section H. The goal for use of SB under this IQC is twenty percent (20%) of Task Order value. The goal for use of local businesses is twenty percent (20%) of total Task Order value. A separate subcontracting plan for both small business and local businesses shall be included in the subcontracting plan referred to above.

**f) Part 6 – Joint Venture Information**

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purpose of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and methods of work must be expressly stipulated. The joint-venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Task Orders under the resultant contract, which organization will have accounting responsibility, how work will be allocated and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

**g) Part 7 – Evidence of Responsibility**

The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the Offeror fails to submit sufficient evidence for the Contracting Officer to make an affirmative determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and be precluded from awarding a contract to the Offeror. However, in the case of a small business offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, prime Offerors should seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

- (i) Have adequate financial resources to perform the contract, or the ability to obtain them (FAR 9.104-3(a)).
- (ii) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments.
- (iii) Have a satisfactory performance record (see FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2.
- (iv) Have a satisfactory record of integrity and business ethics.
- (v) Have the necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a)).
- (vi) Have the necessary production, construction and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)).

- (vii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g. Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

**h) Part 8 – Letters of Commitment (Subcontractors)**

The Cost/Business Proposal must include a letter, on subcontractor letterhead and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement and shall include a commitment letter from the IQC Manager.

**i) Part 9 – Information to Support Consent to Major Subcontractors**

The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractor with the initial award.

**j) Part 10 – Information Concerning Work-Day, Work-Week and Paid Absences**

- (i) The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick leave) shall be covered.
- (ii) A normal work-year, including paid absences (holidays, vacation and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their core work-day and work-week policies.
- (iii) The work-day and work-week policies and the method of accounting for paid absences for the Offeror and major subcontractors will be incorporated in Section B.

**[END SECTION L]**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL INFORMATION**

- (a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government and may include one or more employees of the governments of the Central Asian Republics. When evaluating the competing Offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) For overall evaluation purposes, Management Plan, Past Performance, and Technical Understanding are considered significantly more important than cost/price factors.

### **M.2 DETERMINATION OF COMPETITIVE RANGE**

- (a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.
- (b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### **M.3 TECHNICAL EVALUATION CRITERIA**

The criteria listed below are presented by major category so that Offerors will know which areas require emphasis in the preparation of information. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated and serve to identify the significant matters which Offerors should address. Responses to each criterion will be evaluated as a whole, and as such, there are no sub-criteria. The following evaluation criteria are listed in decreasing relative order of importance. Subfactors are of equal importance.

#### **(a) MANAGEMENT PLAN [SEE SECTION L.7 (1)]**

The Offeror's will be evaluated on the soundness of (i) the role of each member of the proposed consortia (including the Offeror), the rationale and value added by each member for solving Microeconomic Growth problems, the organizational logic and the approach to allocating appropriate work to all consortia members; (ii) the Offeror's plan to manage multiple complex projects and to perform effectively; (iii) the Offeror's plan to assemble technical assistance teams; (iv) the role and responsibilities of home office and the IQC Manager and the relationship the Offeror will have with expected subcontractors; and (v) the participation of small businesses and local implementers (local private businesses) as consortia members will be favorably evaluated. That is to say that the level of effort of small business and local partnership participation to which bidders are willing to commit as well as the quality and effectiveness of those organizations as demonstrated by appropriateness of their proposed roles is part of the evaluation criteria.

#### **(b) PAST PERFORMANCE INFORMATION [SEE SECTION L.7(2)]**

As required by Section L.7 (2) of this RFP, Offerors are required to provide past performance references for themselves and each proposed major subcontractor.

The contractor performance information determined to be relevant will be evaluated in accordance with the elements below, sub-factors are of equal importance:

Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems.

Cost control, including forecasting costs as well as accuracy in financial reporting.

Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks.

Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.

Customer satisfaction with performance, including end user or beneficiary wherever possible.

Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

Prime Offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint venturers, and in other teaming arrangements:

In cases where 1. an offeror lacks relevant performance history, 2. information on performance is not available, or 3. an offeror is a member of a class of Offerors where there is provision not to rate the class against a subfactor, then the offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points\*. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an Offeror's performance.

\* For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. If this sub factor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime Offeror's technical proposal will have a maximum of 90 possible points. If it was assigned a score of 80 points out of the 90 maximum possible points, its technical score for evaluation against the other Offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best-value decision made under this solicitation.

### **(c) TECHNICAL UNDERSTANDING [SEE SECTION L.7 (3)]**

The Offeror's proposal will be evaluated on their understanding, clarity, logic, and insight in identifying and describing the priority issues, constraints, and reform challenges to Micro Economic Growth in the Central Asian Republics in the areas of 1) Small and medium enterprise development, 2) Micro-enterprise development, 3) Support to agribusiness and agriproducers, 4) Stabilization – Crisis Assistance. They will be evaluated on the understanding, logic, innovation, realism, and utility to USAID of the strategic approach to addressing these issues, constraints, and challenges identified above, and developing an effective partnership with USAID to implement this approach

The Offeror's proposal will be evaluated on their clear comprehension and description of the significance of the relationships between micro-economic reform, poverty reduction, and real economic growth, and the logic and perceived utility of how these relationships could be incorporated into USAID/CAR and its counterparts' objectives

Offerors will be evaluated on their proposal's potential for human capacity development in the private and public sector.

### **(d) IQC PROJECT MANAGER [SEE SECTION L.7 (4)]**

The Offeror's proposal will be evaluated on the demonstrated quality of the IQC Project Manager candidate with respect to overall education, experience in Microeconomic Growth technical assistance, professional qualifications and credentials, management skills, professionalism, and history of working with USAID and counterparts.

#### **M.4 COST / BUSINESS EVALUATION**

USAID will evaluate the proposed price in accordance with FAR subpart 15.404. For the purpose of the evaluation, the price of the Offeror's proposal is the proposed ceiling daily rates, fixed fee/profit and the ceiling of indirect cost rates.

#### **M.5 SOURCE SELECTION**

(a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

#### **M.6 SUBCONTRACTING WITH SMALL BUSINESS CONCERNS AND LOCAL PARTNERSHIP**

USAID encourages maximum participation of small businesses and local private business. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns and local organizations will be determined to be the best value offer and will be selected for award.

**[END SECTION M]**

## ATTACHMENTS

Some of the attachments which are forms can also be accessed at: <http://www.usaid.gov/forms/>

### ATTACHMENT J.1

#### IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Iran, North Korea, and Syria
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

\* Has the status of a "Geopolitical Entity", rather than an independent country.

[END ATTACHMENT J. 1]

**ATTACHMENT J.2**  
**USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

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**CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET**

1. Name (Last, First, Middle)				2. Contractor's Name		
3. Employee's Address (include ZIP code)				4. Contract Number		5. Position Under Contract
				6. Proposed Salary		7. Duration of Assignment
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)		
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (see Instruction on Page 2)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R
14. EMPLOYMENT HISTORY						
1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.						
2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary		
		From	To	Dollars		
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate	
		From	To		In Dollars	
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee					Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative					Date	

## INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28 or superseding policy directive.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects within familiar contexts.

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

## PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

## PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development  
Office of Acquisition and Assistance  
Policy Division (M/OAA/P)  
Washington, DC 20523-7100;

and

Office of Management and Budget  
Paperwork Reduction Project (0412-0520)  
Washington, DC 20503

**ATTACHMENT J.3**

**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

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**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET**  
0348-0046

Reporting Entity:  
Page \_\_\_\_ of \_\_\_\_

\*U.S. G.P.O 1990-260-708:00012  
Standard Form - LLL-A  
Authorized for Local Reproduction

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**ATTACHMENT J.4**  
**SMALL BUSINESS PLAN TEMPLATE**

SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS,  
HUBZONE SMALL BUSINESS CONCERNS,  
SMALL DISADVANTAGED BUSINESS,  
and WOMEN-OWNED SMALL BUSINESS

MODEL SUBCONTRACTING PLAN OUTLINE \*

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Solicitation or Contract  
Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

\* *Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.*

1. Type of Plan (Check One)

- Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).
- Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and Offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %
- (ii) Total dollars planned to be subcontracted to small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (iv) Total dollars planned to be subcontracted to service-disabled veteran- owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*



(\*Expressed as a percentage of "A")

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(check all that apply)

Subcontracted Supplies/Services - LB SB VOSB SDVOSB HUBZone SDB WOSB

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(Attach additional sheets if necessary.)

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.)

(7) The name of the individual employed by the offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

REPORTING PERIOD	REPORT DUE	DUE DATE
Oct 1 – Mar 31	SF 294	04/30
Apr 1 – Sept 30	SF 294	10/30
Oct 1 – Sept 30	SF 295	10/30

ADDRESS:

DIRECTOR  
USAID/OSDBU  
RM 7.8E RRB  
WASHINGTON, DC 20523-7800

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**Attachment J.5  
MICRO ECONOMICS COST EVALUATION MATRIX**

The following sets forth the process to be utilized for price evaluation under this RFP. For ease of reference, the Government has provided an example utilizing the following illustrative ceiling daily rates.

U.S. Expatriates Ceiling Daily Rates:

Labor Category

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>1001 Agribusiness Specialist / Enterprise Development Specialist / Trade Specialist / IQC Manager</b>							
Senior Level:	<u>\$750</u>	<u>\$750</u>	<u>\$750</u>	<u>\$775</u>	<u>\$785</u>	<u>\$795</u>	<u>\$805</u>
Mid Level:	<u>\$550</u>	<u>\$550</u>	<u>\$550</u>	<u>\$575</u>	<u>\$585</u>	<u>\$595</u>	<u>\$600</u>
Junior Level:	<u>\$250</u>	<u>\$250</u>	<u>\$250</u>	<u>\$275</u>	<u>\$285</u>	<u>\$300</u>	<u>\$310</u>
<b>1002 Attorney / Legal Advisor</b>							
Senior Level:	<u>\$700</u>	<u>\$700</u>	<u>\$700</u>	<u>\$715</u>	<u>\$725</u>	<u>\$735</u>	<u>\$755</u>
Mid Level:	<u>\$500</u>	<u>\$500</u>	<u>\$500</u>	<u>\$525</u>	<u>\$535</u>	<u>\$555</u>	<u>\$565</u>
Junior Level:	<u>\$250</u>	<u>\$250</u>	<u>\$250</u>	<u>\$275</u>	<u>\$285</u>	<u>\$300</u>	<u>\$310</u>
<b>1003 Training Specialist / Communications Specialist / Event Specialist / Accountant / Financial Advisor</b>							
Senior Level:	<u>\$600</u>	<u>\$600</u>	<u>\$600</u>	<u>\$615</u>	<u>\$625</u>	<u>\$635</u>	<u>\$655</u>
Mid Level:	<u>\$400</u>	<u>\$400</u>	<u>\$400</u>	<u>\$425</u>	<u>\$435</u>	<u>\$455</u>	<u>\$465</u>
Junior Level:	<u>\$200</u>	<u>\$200</u>	<u>\$200</u>	<u>\$215</u>	<u>\$230</u>	<u>\$255</u>	<u>\$265</u>
<b>1004 Grant Manager / Contract Manager / M&amp;E Specialist / ICT Specialist</b>							
Senior Level:	<u>\$600</u>	<u>\$600</u>	<u>\$600</u>	<u>\$615</u>	<u>\$625</u>	<u>\$635</u>	<u>\$655</u>
Mid Level:	<u>\$400</u>	<u>\$400</u>	<u>\$400</u>	<u>\$425</u>	<u>\$435</u>	<u>\$455</u>	<u>\$465</u>
Junior Level:	<u>\$200</u>	<u>\$200</u>	<u>\$200</u>	<u>\$215</u>	<u>\$230</u>	<u>\$255</u>	<u>\$265</u>
<b>1005 Administrative Support Specialist</b>							
Senior Level:	<u>\$500</u>	<u>\$500</u>	<u>\$500</u>	<u>\$525</u>	<u>\$535</u>	<u>\$545</u>	<u>\$555</u>
Mid Level:	<u>\$300</u>	<u>\$300</u>	<u>\$300</u>	<u>\$325</u>	<u>\$335</u>	<u>\$345</u>	<u>\$355</u>
Junior Level:	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>	<u>\$175</u>	<u>\$200</u>	<u>\$225</u>	<u>\$240</u>

Locally-hired national personnel or other non-U.S. expatriate multipliers should be based on USAID local compensation plans. However, for the purpose of this price evaluation, labor costs of locally-hired national personnel will be ignored.

CALCULATIONS

Step 1: The Government will calculate an average ceiling daily rate for U.S. expatriate ceiling daily rates proposed for Years 1-7.

For the purpose of calculating an average U.S. expatriate ceiling daily rate for each labor category grouping for Years 1-7, the proposed ceiling daily rate for the Senior Level in each category grouping will count as 70% of the average and the proposed ceiling daily rate for the Mid Level and the Junior Level in each category grouping will count as 15% of the average. For instance, using the sample ceiling daily rates shown above, the average U.S. expatriate ceiling daily rate for Year 1 for the first labor category grouping will be calculated as follows  $[(\$750 * 0.70) + (\$550 * 0.15) + (\$250 * 0.15)] = \$645.00$

**AVERAGE U.S. EXPATRIATE CEILING DAILY RATES:**

**Labor Category**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
#1	\$645.00	\$645.00	\$645.00	\$670.00	\$680.00	\$690.75	\$700.00
#2	\$602.50	\$602.50	\$602.50	\$620.50	\$630.50	\$642.75	\$659.75
#3	\$510.00	\$510.00	\$510.00	\$526.50	\$537.25	\$551.00	\$568.00
#4	\$510.00	\$510.00	\$510.00	\$526.50	\$537.25	\$551.00	\$568.00
#5	\$417.50	\$417.50	\$417.50	\$442.50	\$454.75	\$467.00	\$477.75
	\$537.00	\$537.00	\$537.00	\$557.20	\$567.95	\$580.50	\$594.70

CALCULATED AVERAGE CEILING DAILY RATE =	Year 1	\$537.00
	Year 2	\$537.00
	Year 3	\$537.00
	Year 4	\$557.20
	Year 5	\$567.95
	Year 6	\$580.50
	Year 7	\$594.70

OVERALL AVERAGE: \$558.76 [USFDR IN Step 2]

Step 2: The Government will enter the overall calculated average for the U.S. expatriate ceiling daily rates (USFDR) and the contractor’s proposed provisional indirect cost rate to be applied to ODCs into the Cost Evaluation Matrix Budget below. This computation will result in the contractor’s proposed price for evaluation purposes.

**COST EVALUATION MATRIX BUDGET**

[The figures in “ “ are plug-in figures and will be used for evaluation purposes. Each Offeror’s proposed / calculated prices will be incorporated into the budget below where indicated.]

**Labor:**

A. “4,000 person-days” \* USFDR = \$

**Other Direct Costs:**

B. Offeror Travel, Transportation & Per Diem = “\$250,000”

C.	Subcontractor Travel, Transportation & Per Diem	= "\$125,000"
D.	Offeror Allowances	= "\$50,000"
E.	Subcontractor Allowances	= "\$25,000"
F.	Offeror Miscellaneous ODCs	= "\$200,000"
G.	Subcontractor Miscellaneous ODCs	= "\$100,000"
H.	Non-Expendable Equipment and Commodities	= "\$50,000"

Indirect Costs [On Other Direct Costs]:

I.	Indirect Costs on Line Item A Above	= \$
J.	Indirect Costs on Line Item B Above	= \$
K.	Indirect Costs on Line Item C Above	= \$
L.	Indirect Costs on Line Item D Above	= \$
M.	Indirect Costs on Line Item E Above	= \$
N.	Indirect Costs on Line Item F Above	= \$
O.	Indirect Costs on Line Item G Above	= \$
P.	Indirect Costs on Line Item H Above	= \$

[Note: FOR EVALUATION PURPOSES ONLY. The figures are not meant as a guide. USAID by policy imposes a Maximum Unburdened Rate of 635.76. The prime Offeror's applicable indirect costs allocated to these other direct costs line items shall be used. The proposed applicable indirect costs allocated to these other direct costs line items should be in accordance with the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreements (NICRA).]

Sample Cost Evaluation Matrix Budget [A+B+C+D+E+F+G+H+I+J+K+L+M+N+O+P]: = \$