



**USAID**  
FROM THE AMERICAN PEOPLE

Date Issued: December 3, 2010  
Closing Date: January 26, 2011  
Closing Time: 11:00 A.M. EDT

Subject: Request for Proposals Number SOL-OAA-10-0000039  
Famine Early Warning Network Management and Technical Services

The United States Agency for International Development (USAID) is seeking proposals to provide Famine Early Warning Network services for USAID's Office of Food for Peace in the Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA) as described in the attached Request for Proposals (RFP). USAID anticipates the award of one Single Award five (5) five-year Indefinite Delivery Indefinite Quantity contract (IDIQ) as a result of this RFP.

USAID anticipates that the maximum ordering limitation of the contract resulting from this RFP will be \$200,000,000 over the 5-year ordering period. The maximum aggregate dollar value of task orders awarded to the contractor cannot exceed this contract ceiling. There is no guarantee on the number of task orders that the successful contractor will receive or the amount of money beyond the minimum order guarantee set forth in the RFP.

Offerors (large and small businesses) are encouraged to participate in the USAID Mentor-Protégé Program. Please see Provisions I.6 and I.7 of this solicitation for information on the program.

Pursuant to Block 12 of Standard Form 33 of this RFP, USAID requires that offers remain valid for acceptance through June 30, 2011.

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.

This RFP can be viewed and downloaded from the Internet at Worldwide Web address [www.fedbizopps.gov](http://www.fedbizopps.gov). USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same Internet site from which you downloaded the solicitation. You are therefore advised to regularly check the above internet site for amendments.

Sincerely,

Sallie H. McElrath  
Contracting Officer

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

N/A

PAGE OF

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PAGES

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2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-OAA-10-0000039		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT OFFICE OF ACQUISITION AND ASSISTANCE M/OAA/DCHA/AFP RRB 7.10-001 1300 PENNSYLVANIA, NW. WASHINGTON, DC 20523				8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and See Section L.7 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 See Section L.7 until 11:00 EDT local time January 26, 2010  
(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 Michele Sharpe		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-712-0342		C. E-MAIL ADDRESS msharp@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 by June 30, 2011 the offeror will 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)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

**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) Sallie McElrath Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**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 scope of the work specified in Section C to support the Famine Early Warning Systems Network (FEWS NET) administered by the Office of Food For Peace (FFP) in the Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA/FFP). See [www.fews.net](http://www.fews.net) to view information on the FEWS NET program, current field and office presence locations, data monitoring activities, products and other FEWS NET related information.

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 Delivery Indefinite Quantity contract (IDIQ) utilizing individual task orders to provide technical services. The Government will issue task orders that are either Cost-Plus-Fixed-Fee (CPFF) or Firm-Fixed-Price (FFP).

USAID intends to issue Task Order 0001 (see Attachment J-8, and Section L to this IDIQ) upon award of this IDIQ. This task order will provide services under all tasks of the SOW except for Section C.2.2(e) "Implement Surge Activities", and Section C.2.2(f) "Bureau or USAID Mission funded Task Orders".

**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 each task order.

[Note: The initial obligation is expected to be applied towards the first task order issued by DCHA/FFP.]

**B.4 MAXIMUM CONTRACT CEILING**

This is a single award IDIQ with an overall ceiling price of \$200,000,000. The maximum aggregate dollar value of the task orders awarded cannot exceed this contract ceiling.

**B.5 ESTIMATED COST, FIXED PRICE AND FIXED FEE**

(a) The Total Estimated Cost-Plus-Fixed-Fee for each task order must be negotiated in accordance with the terms of the IDIQ 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 the IDIQ 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, 2 CFR Part 220 (for universities), and 2 CFR Part 230 (non-profits).

(b) The Firm-Fixed Price for each task order will be negotiated based on the price to complete the work. After acceptance of a fixed price task order by the Contractor, the task order price will only be adjusted to reflect changes in scope or conditions.

(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:

- 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.
- 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 COSTS**

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 Contractor:**

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		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:  
 Source:

**For Major Subcontractors** (*"major subcontractors" are those subcontractors whose proposed costs exceed \$1,000,000*):

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		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:  
Source:

**B.7 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES (To be filled in at award)**

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

**For Prime Contractor:**

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		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:

**For Major Subcontractors:**

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		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 will 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 will 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.

#### **B.8 CEILING ON FIXED FEE (To be filled in at award)**

For each CPFF task order issued under this IDIQ, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. 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, may the amount of fixed fee in any individual task order exceed \_\_\_\_\_ percent (offeror proposes ceiling percentage) of the task order's estimated cost, excluding fee.

#### **B.9 LABOR**

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

(b) Central management costs will be handled through the following method:

The contractor shall designate an IDIQ Contract Manager to provide overall substantive, administrative and logistical management (see Provision F.1). These management responsibilities will include as appropriate, coordinating task orders with other USAID-supported programs and partners. The IDIQ Contract Manager shall be solely responsible for the management of all task orders awarded under this IDIQ contract.

(c) The work day and work week policies and method of accounting for paid absences including holidays for the contractor and major subcontractors is set forth in Attachment J\_\_\_\_. *(The Contracting Officer will fill in the Attachment number at the time of award and incorporate the information from the contractor's proposal into Section J of the contract).*

#### **B.10 OTHER DIRECT COSTS**

Other direct costs anticipated to be necessary for the performance of this IDIQ include such costs as DBA, medical evaluation insurance, travel and transportation, lodging and subsistence expenses. These costs shall be proposed and authorized in individual task orders. Any cost elements included in the Contractor's indirect cost rate pools shall not be charged as an "Other Direct Cost". Lodging and subsistence costs may be authorized for locally-hired national personnel, if the terms of the task order require travel, in accordance with the clause of this Contract entitled "Travel and Transportation (JAN 1990)", AIDAR 752.7002. Costs for U.S. expatriate travel/transportation to perform services overseas may be authorized by the TOCO or designee in accordance with the same "Travel and Transportation" clause.

The TOCO shall determine whether or not incurred other direct costs are allowable, allocable and reasonable in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit)

organizations, FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations.

**B.11 TASK ORDER LIMITATIONS**

(a) Cost-Plus-Fixed-Fee (CPFF) Task Orders. When issuing CPFF task orders, the TOCO must 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 cognizant Contracting Officer. This maximum amount represents the negotiated mix of the prime contractor's and subcontractors' professional labor categories 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 must 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. Reference is made to Section I.2.

(d) Maximum Order. Reference is made to Section I.2.

(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.

**-END OF SECTION B-**

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

### C.1.1 Background:

The United States Agency for International Development's (USAID) Famine Early Warning System Network (FEWS NET) comprises a 25-year old set of integrated activities that monitors, assesses, predicts, and informs about environmental (e.g. drought, climate change) and socio-economic and humanitarian (e.g. rising prices, malnutrition) hazards and conditions, and their present or future impacts on food security and vulnerability across the globe. All of these activities as a whole will be hereinafter called "FEWS" or "FEWS NET" or "FEWS Net". In FEWS NET, and in this document, "early warning", and "early warnings" are considered broad concepts, including prediction of hazards that may affect food security, food security and vulnerability monitoring and assessment, and other information-gathering, analysis, and dissemination activities related to each of these.

The goal of the FEWS NET activity is to help sustainably prevent food insecurity and famine. FEWS NET is an integrated set of activities intended to accomplish regular monitoring and assessment of environmental (e.g. drought) and socio-economic hazards (e.g. rising prices), current food security conditions, and a population's current or future vulnerability to food insecurity.

The FEWS system was created by USAID in 1985, in response to a need for better food security and response information for emergencies in Africa. The activity was managed from the USAID Africa Bureau, and covered five countries of the Sahel, and Sudan. Since that beginning, and under five different five-year "phases" of activity, FEWS has provided early warnings, implemented, learned from, and further refined its approaches and methods for early warning and food security and vulnerability monitoring and assessment. Many of these have become standard in this field, and both FEWS and FEWS NET have provided skills training for many partner-agency personnel.

In 2000, FEWS became FEWS NET, formally recognizing FEWS' continuing emphasis on working in partnership and with networks of partners. In 2003, responsibility for implementing the entire suite of FEWS NET activity contracts and agreements was transferred from USAID's Office of Sustainable Development in the Africa Bureau, to the Policy and Technical Division of the Office of Food for Peace (FFP), in the Democracy, Conflict and Humanitarian Assistance (DCHA) Bureau of USAID. The intent of the movement of FEWS NET into DCHA/FFP was to allow it to play a more global role in meeting USAID information and decision-making needs in early warning and food security and vulnerability assessment, and in improved humanitarian response. Since that time, FEWS NET has extended its presence by providing coverage of food insecure and vulnerable countries in Central America, the Caribbean and Central Asia.

Every phase of FEWS/FEWS NET has seen substantial evolution in its methods, in response to experience, new technologies, a better understanding of hazards, food security, and vulnerability. Some things, however, have remained relatively constant. From its first days, FEWS and FEWS NET adopted a general orientation of working through national partnerships (or groups of partners - networks) out of technical necessity, as each FEWS office was only staffed by, at most, two professionals. Experience over time has shown that working with partners produces more insightful, information than working alone and this remains a key part of the FEWS NET approach - an approach that has also assumed central importance in the USG strategy.



### **C.1.2 FEWS NET OBJECTIVES:**

FEWS NET goals and objectives support a broader framework of USG food security strategy goals to sustainably reduce chronic hunger, raise the incomes of the rural poor, and reduce the number of children suffering from under-nutrition. To achieve these goals, the USG will work to: 1) support country-led processes; 2) ensure a comprehensive approach to food security; 3) strategically coordinate assistance; 4) support a strong role for multilateral institutions; and 5) sustain a robust commitment of financial resources to these ends. Within this broader national food security strategy goal, the specific goal of the FEWS NET activity is to sustainably prevent food insecurity and famine and achieve the following objectives:

- provide support to USAID to deliver early warnings of actual and potential hazards, food insecurity, vulnerability to food insecurity, and famine,;
- improve the quantity, quality, and timeliness of early warning information and predictions, and
- help build, and/or improve sustainable local, national, regional, and international capabilities to warn early of, and respond appropriately to, new and continuing threats of food security and vulnerability (to food insecurity/famine).

### **C.1.3 FEWS NET's Implementing Team Structure:**

FEWS NET is an activity coordinated by USAID's Bureau of Democracy, Conflict and Humanitarian Assistance, Office of Food for Peace, Policy and Technical Division (DCHA/FFP/PTD). The FEWS NET Implementing Team is comprised of the following:

- USAID: The FEWS NET Management Unit in USAID's Office of Food for Peace, Policy and Technical Division, provides overall management and technical guidance of all FEWS NET activities. It is supported by an IDIQ Contractor (support provided under this Contract) that manages FEWS NET Field Representatives working in FEWS NET field offices and Remote Monitoring activities. The Contractor's Washington-based headquarters office manages the production of most FEWS NET products and services, and their dissemination into decision-making processes.

The following FEWS NET Implementing Team activities are not managed under this IDIQ:

- National Aeronautics and Space Administration (NASA)/Goddard Space Flight Center: Under a Participating Agency Service Agreement (PASA), the NASA/FEWS NET team provides a variety of satellite data products for early warning activities, and technical assistance in applying them to a number of early warning uses.
- National Oceanic and Atmospheric Administration (NOAA): Under a PASA, the NOAA/FEWS NET team provides a number weather and climate-related products for Africa, Central America and the Caribbean, and Central Asia, and provides technical support in applying them to early warning uses.
- United States Geological Survey (USGS): Under a PASA, the International Programs office at the USGS/EROS Data Center (EDC)/FEWS NET Team provides a broad range of technical assistance in developing operational early warning applications and products using a variety of satellite and remote sensing data. USGS also maintains the FEWS NET archive of tabular, vector, and raster datasets. Several USGS/FEWS NET Regional Scientists work inside of, or closely with, national and regional institutions in the Sahel, Greater Horn of Africa, Southern Africa, and Central America, providing

technical assistance in the use of operational remote sensing products for food security analysis.

- United States Department of Agriculture (USDA)/Foreign Agricultural Service: Under a PASA, the Foreign Agricultural Service (FAS) provides the USAID FEWS NET management unit with technically-qualified management personnel, as well as access to USDA expertise, data, and information on agriculture, markets, early warning, and crop estimation.
- Small Business Technology Support Contract Advisor: A third-party, small business (SB) Contractor will work with all Implementing Team members to develop test, and pilot new intra-team collaboration tools and methods, and new ways to collect, share, and disseminate FEWS NET information and products.
- Other: Periodically, as special needs arise, USAID may add other Implementing Team members to fill specific technical requirements.

## **C.2 STATEMENT OF WORK**

### **C.2.1 Core Monitoring and Assessment Activities:**

Core activities principally include the early warning, monitoring, assessment, and decision-support tasks that form the basis for FEWS NET's information and decision-support products. They are generally carried out in all countries and regions that FEWS NET covers with either an office-based capability, or through remote monitoring (see C.2.1.(i) below). There may be substantial differences in the way such activities are carried out between office-based and remote forms of coverage, and in the types of products and deliverables that are expected in either case. A key task for the contractor will be to define an efficient plan for, and then effectively coordinate the use of resources to accomplish core activities in all office-based and remotely-covered countries and regions.

#### **(a) Maintain and provide enhancements to country-specific analytic frameworks and baseline databases.**

The Contractor shall regularly update, improve, and archive FEWS NET's country and region-specific analytical framework and databases by undertaking key tasks as specified below:

- Maintain and manage FEWS NET country-specific data and information baselines.
- Centrally-compile, quality-check, and ensure efficient access to the entire body of baseline information and datasets to make them available for thematic mapping and overlay within geographic information systems (GIS).
- Annually assess country-specific household livelihood frameworks for food security analysis in each country, and identify needs for updating.

#### **(b) Monitor and assess hazards, food security, and vulnerability.**

The Contractor shall monitor and regularly identify the food security impacts of natural hazards<sup>1</sup> and socio-economic factors and conditions<sup>2</sup> on food security conditions in all coverage countries/regions, and deliver early warnings of the timing, type, and potential dimension of imminent or emerging

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<sup>1</sup> e.g., extreme weather events such as drought, floods, heat, cold.

<sup>2</sup> Socio-economic factors include, but are not limited to, food price increases, proposed changes in food-related policies, conflict, malnutrition, and health infra-structure failures, etc.)

threats to food security. In this work, the Contractor shall maintain a geographic orientation to FEWS NET food security data and information that facilitates systematic data archiving, overlay analyses, data sharing, and presentation to decision-makers. Once a hazard actually occurs, the contractor shall regularly assess and predict the impact such events are likely to have on household food-related livelihood conditions, coping strategies, nutritional conditions, and on the performance of food market and trade systems.

**(c) Monthly assessments:**

In all FEWS NET-monitored countries, the Contractor shall manage a regular collection of key data required to regularly monitor food security conditions. Successful completion of this activity shall be indicated by an expanding baseline of data relative to each livelihood group's food security processes of concern.

Note that FEWS NET Implementing Team members NOAA, NASA, USDA and USGS will be collaborating with the Contractor in this task by regularly providing information on the weather and crop condition and production information, which will comprise important inputs for identifying potential anomalies.

It is expected that the Contractor will not always be able to collect all the data, alone, for successful remote monitoring in any country, much less across all remotely-monitored countries. The Contractor shall have to be inventive, innovative, and skillful in developing, and maintaining, in-country partnerships that will assist in gathering and delivering the required monitoring data on a regular basis, and to sustain it over time. The Contractor may sometimes need to set-up other arrangements for data delivery that go beyond partnership (e.g. remunerated part-time work). In these cases, prior dialogue with USAID is required in order to define an acceptable precedent and assure funding sufficient to accomplish that delivery.

**(d) Monthly early warning reporting:**

As requested in task orders, a monthly report<sup>3</sup> that is based upon the tasks described above, is required for each and all FEWS office-covered and remotely-monitored countries. It should succinctly identify the existence and type of threats to food availability, access and utilization conditions (anomaly or no anomaly, causality, implications for response), in specific livelihood zones of each country covered. Where approved by USAID, this function shall be undertaken in conjunction with selected partners.

For office-based coverage, these reports will be of generally the same length and format found currently on [www.fews.net](http://www.fews.net), for each country. For remotely-monitored countries, the name, format and exact content of such monthly early warning reports will be formalized in the first 3 months of operation of the Contract. Successful delivery of this element shall be indicated by the regular production of monthly early warning reports.

The level-of-detail, content, and format of these reports will sometimes vary, according to:

- conditions of food security and/or hazards that prevail, and
- additional information needs that may be communicated by USAID.

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<sup>3</sup> Generally taken to mean 11 out of 12 months per year.

Additional information or products that might be required include, but are not limited to, special alerts, briefings, or reports on specific food security conditions in FEWS NET-covered countries. The Contractor shall also, when required by USAID, participate in national, regional, and international food aid and food security needs assessment processes.

In all of the above cases, the Contractor shall complete related specialized tasks and provide unique products (e.g. graphs, maps, short analyses of the situation), as identified by USAID.

**(e) Anomaly Follow-Up Strategy and Capability:**

In any country of FEWS NET coverage, in cases where a significant complex of identified anomalies may indicate an incipient food crisis is emerging, the Contractor shall be expected to consider constituting and sending a "quick-strike" analytic team to the country of concern. The object of the team's effort shall be to undertake further assessments that will permit a confirmation or denial of the likely significance of the identified anomaly(ies). The team shall collect and analyze this information and data under relatively severe time constraints, and shall be expected to quickly (to be specified by USAID on a case-by-case basis) provide a report with its conclusions. Such teams shall be sent upon the agreement and request of USAID and may occur in both FEWS NET office-presence and remotely-covered countries.

**(f) Decision support, linking assessments with response:**

The Contractor's Washington-based office shall publish and disseminate all FEWS NET information products, and insert them into appropriate decision-making processes. This requires a report production process that supports, sustains, and quality-controls field office and remote monitoring report generation. It also needs to integrate informational inputs from FEWS NET Implementing Team partners, and reflexively inform field office, remote, and Washington analysts of key FFP and USAID information needs. The contractor shall be capable of providing a number of publishing avenues (e.g. web-sites, hand-outs, targeted deliveries), and shall maintain a tangible record of people and organizations served by FEWS NET information products.

As requested in task orders, the Contractor shall provide written reports and conduct briefings on current and predicted food security conditions, when requested by USAID.

**(g) Website:**

All FEWS NET products that are not specifically designated for "limited distribution" shall be published on the FEWS NET web-site. The Contractor shall operate, maintain, regularly update, and periodically revise the structure and functionality of the FEWS NET web-site ([www.fews.net](http://www.fews.net)). The large volume of existing reporting and archived products of FEWS NET that is delivered through this site, in addition to a regular monthly flow of new products, requires a broad and expert set of web-site management capabilities. Upon commencement of IDIQ and Task Order activities described here, the Contractor shall be prepared to take-over and fully operate the website, with less than 10% downtime in the first month of activity.

**(h) Fundamental requirements for all FEWS NET activities:**

**Scale of severity of food security outcomes**

The Contractor shall ensure that all FEWS NET assessments of food security and/or vulnerability use the same scale of severity, in order to maintain an inter-country and inter-continental comparability of results. Until decided otherwise by USAID, the Contractor shall promote and use the Integrated Phase Classification (IPC) (see [www.ipcinfo.org](http://www.ipcinfo.org), and [www.fews.net](http://www.fews.net) for FEWS NET variations on the IPC) scale of severity in all of its assessments, regardless of location. Contractor shall be responsible for working with various IPC working groups and partners to help others to understand the value of a shared language food insecurity severity, and how it may be used in food security decision-making processes.

**Household livelihoods analytic framework for food security analysis:**

In each country or region of FEWS NET coverage, the Contractor shall create (if there is no existing), consolidate, refine, document and extend the use of a household livelihoods analytic framework for food security analysis (see [www.fews.net](http://www.fews.net) for a description). The FEWS NET household livelihoods analytic framework sub-divides a country into areas of general homogeneity where food and income production, expenditure and consumption, hazard exposure and coping patterns are relatively the same.

The Contractor shall utilize the existing FEWS NET analytic framework and its phased approach to building, improving, and expanding the key analytical structures of this framework for analysis, until an alternate framework is authorized by USAID. Currently, three different levels of functionality have been identified in the FEWS NET framework. They include:

- **Zoning:** In this initial stage, the country is sub-divided into generally homogenous zones of similar food security livelihood strategies, opportunities, and constraints. A "zoning" is usually accomplished in a few weeks, and is carried out by a FEWS NET livelihoods expert, or experts, using interviews and surveys of key-informants and local populations. Often, staff from partner organizations, who may at the same time be receiving hands-on training from the same FEWS NET expert(s), are used to carry out some interviews and surveys. Livelihood zone maps are produced at the conclusion of this phase.
- **Profiling:** In "profiling", a variety of data and information is gathered and used to validate and quantify food security characteristics of the zone that have been identified in the surveys and interviews. This sometimes leads to substantial modifications of initial zoning decisions since it provides a more concrete definition of the characteristics of food-related strategies and behaviors in the zones. The profiling information provides an initial basis for identifying indicators to be used for monitoring and assessing food security and vulnerability conditions in the zones. Livelihood zone profile reports are produced at the end of this phase of work.
- **Scenario Modeling:** This third phase of development of a livelihood framework for food security analysis requires a broad and current quantitative baseline of information on specifically identified indicators of livelihood and food security conditions. Using this information, FEWS NET will develop crisis scenarios (e.g. what if there were a severe drought, steeply rising food prices, or a closure of the border?) in order to model impacts and identify appropriate strategies for humanitarian

response. A scenario-modeling stage requires regular updating of the datasets and information that have been gathered in it.

The Contractor shall initiate collaboration with partners to complete zoning and profiling for any FEWS NET-covered countries where such does not exist. Most FEWS NET field office presence countries are already zoned to a "profiling" level. Malawi, Ethiopia, parts of Zimbabwe and Mozambique, and several other food-insecure countries in Africa have been brought to a "scenario modeling" phase. As requested in task orders, at least annually, the Contractor shall assess the need for updates and enhancements in existing livelihood zones in FEWS NET monitored countries, and submit to USAID a plan and budget for the work involved.

The Contractor shall also conduct zoning and profiling activities in countries where remote monitoring activities are initiated. These should be cost-efficiently implemented, and should effectively integrate the weather and agricultural conditions, market and trade data, and livelihood and nutritional information collected by FEWS NET and partners in a remote monitoring country.

### **Market and trade information for food security monitoring and assessment**

In most FEWS NET work, household-level dynamics are the unit of its normal food security monitoring and assessment. FEWS NET market and trade activities are different, monitoring the performance of key components of food marketing and trade systems, in order to understand the degree to which markets and trade are operating in accordance with expected patterns, and if not, to provide an explanation of the reason(s) why.

To do this, FEWS NET must understand the structure (e.g. who markets or trades food, what are their characteristics, what structures do they operate through) and the conduct (e.g. what are the normal social, commercial, geographic, etc., patterns of their activity) of markets and trade in a specific area or zone. This may require information about retailers, wholesalers, transporters, importers and exporters, the market policy environment, infrastructure, financial markets, and a variety of other market and trade characteristics.

Among other potential uses, this perspective provides a basis upon which decisions can be made about whether external food or non-food interventions are appropriate responses to food insecurity in a specific food crisis. But this information should also identify the underlying roles that markets and trade are playing in a zone's household food security.

Note that to an increasing degree, many FEWS NET-covered food insecure countries are relying upon markets and food trade in areas of the world that are not covered by FEWS NET office or remote monitoring coverage (e.g. Europe, China, Australia, Argentina). In addition to other features of a Contractor's plan for understanding the structure, conduct and performance of a specific livelihood zone's markets and trade, part of the plan must clarify a vision for how FEWS NET can monitor market and trade information coming from a variety of non-FEWS-monitored markets.

**(i) Specific characteristics and requirements of Remote Monitoring-based early warning**

**Objective of remote monitoring-based early warning:**

The purpose of this activity is to be able to identify and predict potentially large and significant changes in key, pre-identified food security conditions in a number of USAID-specified priority countries. This activity differs from FEWS NET's office presence-based early warning activities, which have more extensive objectives of identifying, understanding the causes of, predicting future outcomes for, and suggesting appropriate responses to, food insecurity in approximately 20 countries.

Nevertheless, remote monitoring-based early warning will be implemented in both remotely monitored countries, **and in those countries of existing FEWS NET office presence-based coverage.**

The objective of identifying and predicting potentially "large and significant" changes in important food security conditions may be more easily accomplished in countries that currently have a FEWS NET office presence. Nevertheless, some of the countries with office presence may not currently have available all of the elements that are required to accomplish this remote monitoring early warning task. The Contractor shall build and strengthen those elements in all countries of office-presence coverage.

**Anticipated remote monitoring inputs:**

The largest inputs to the remote monitoring activity will be comprised of labor and travel costs. Labor may include: staff who initiate and regularly follow-up the remote coverage of any country, other local personnel who may be engaged on some basis to provide remote monitoring coverage services to FEWS NET, "quick strike" teams that may periodically be sent to assess the potential significance of anomalies in a FEWS NET-covered country, and the level-of-effort required to convert remote monitoring information into reports and other information products.

**Required remote monitoring outputs:**

Remote monitoring activities shall result in the following deliverables for each remotely-monitored country:

- o An operational, country-specific early warning analytic framework, comprising baseline datasets, monitoring partnerships, and a sub-national household livelihoods-based understanding of how food security is normally gained, maintained, lost, and re-established,
- o A plan for monitoring at least the following elements:
  1. Household livelihoods information;
  2. Weather conditions and crop and pastoral production;
  3. Food market and food trade activities, and
  4. Health and nutrition conditions.
- o Conduct Remote monitoring, and report results ; and
- o Analyze any significant anomalies to identify if any further analyses or response actions are required.

**Refining an analytic framework for remote monitoring:**

The Contractor shall be responsible for gathering the data and information necessary in each of these four technical areas (see immediately above in

C.2.1.(i)) to monitor and identify anomalous food availability and food access conditions. Much of the data that are required to do this are already available in countries of existing FEWS NET coverage. In other countries, a large amount of data and information may already be available in the hands of (potential) FEWS NET partners. For many of these new countries, an acceptable initial analytic framework might be developed using only a desktop study and other resources that are already available to members of the FEWS NET Implementing Team. Elsewhere, data and information available from all sources may be insufficient, and multiple FEWS NET efforts in the country may be required to gather the minimum understanding necessary.

### **Managing established remote monitoring:**

FEWS NET analytic frameworks and monthly remote monitoring activities have already been set up and are functioning in 9 countries at the start of this contract. The Contractor shall continue to implement remote monitoring for these countries:

- o Burundi
- o El Salvador
- o Honduras
- o Liberia
- o Nicaragua
- o Rwanda (is transitioning to office-based coverage)
- o Senegal
- o Tajikistan
- o Yemen

### **New Remote Monitoring work:**

The Contractor shall build the analytic frameworks for, and perform regular remote monitoring in additional countries, as designated by USAID. USAID estimates that remote monitoring may be required in up to a total of approximately fifty (50) countries during the period of this contract. Nine (9) of these are already being remotely monitored. Approximately twenty (20) of them already have a FEWS NET field office, but contractor will need to bring them into "compliance" with remote monitoring requirements. Contractor will institute remote coverage of another 10 countries in the first 2 years of this contract, upon specification of the targeted countries, and approval by USAID.

### **Current country priorities for FEWS NET remote monitoring:**

Given the volatile nature of food insecurity in the world, and changing USAID needs for food security information, remote monitoring priorities will evolve during the contract period of performance. The COTR will direct the contractor where to implement remote monitoring. The table below reflects current priorities, which may change. The current highest priorities for remote coverage are found in the left-most columns. Within each column, no country has a higher priority over any others in that column.

**Table 1: Remote Monitoring Priority Countries** (equal priority within-column, more priority to leftmost columns)



Highest Priority	Second Highest Priority	Third Highest Priority
Pakistan	Korea, DPR	Indonesia
Eritrea	Côte d'Ivoire	Benin
Guinea	Bolivia	Laos
Bangladesh	Sri Lanka	Myanmar
Nepal	Angola	Peru
Cambodia	Swaziland	Ecuador
Madagascar	Congo (D.R.C.)	Congo, Rep. of
Guinea-Bissau	Gambia	Mongolia
Central African Rep.	<b>Kyrgyzstan</b>	<b>Timor l'Este</b>
Lesotho	<b>Ghana</b>	<b>Kazakhstan</b>

### C.2.2 Other Activities

#### (a) Collaboration with FEWS NET "Partners":

The Contractor shall manage three important "partner" relationships that are critical to effectively implementing the SOW: 1) the FEWS NET Implementing Team; 2) FEWS NET's international food security information system partners (e.g. WFP, FAO); and 3) national and regional food security information system (FSIS) organizations.

#### **FEWS NET Implementing Team:**

See Section C.1.3. The Contractor shall collaborate with Implementing Team partners as necessary to produce FEWS NET deliverables.

#### **FEWS NET international operational partners;**

A second category of partners includes a large number of "international" organizations (WFP, FAO, Oxfam, IPC, EC, etc.) that the contractor shall engage for the purpose of sharing and optimizing the food security and early warning resources of each, without any intention in either party to build operational or technical capacities.

#### **FEWS NET national and regional food security information system partners:**

The third category of partners are national and regional food security information systems. USAID's objective is to jointly gather and share critical data and information with them, and disseminate it into selected decision-making processes, while at the same time seeking to identify and implement capacity-building initiatives aimed at increasing the partner's capabilities.

In the past, FEWS NET has had much more success and impact in the training of individual staff members, than in building the capabilities of food security information system institutions to be sustainably capable of efficiently and effectively playing the role they occupy in food security. In part, this lack of success in institution-building may be due to the poor planning and execution of such efforts, and unrealistic expectations about the inherent complexities of building sustainable institutions. But experience also shows that it is very often due to a lack of commitment by the national and regional governments that are supposed to be served by such systems. Both problems must be resolved if such food security information systems are to eventually play their essential roles in helping to attain food security for all.

While the work under this IDIQ is primarily oriented at producing good food security and early warning information, creating and strengthening sustainable and effective national and regional food security information system capabilities and institutions is also a key FEWS NET goal of this activity. Its primary objectives are to:

- prioritize the investment of FEWS NET time and resources to build capacities where there is clear evidence of real national or regional engagement of resources for building and sustaining their own food security information systems;
- assist in linking FEWS NET's national and regional institutional partners to additional resources that may be available for national and regional institution-building efforts; and,
- identify, test, and make available to national and regional institutional partners, already-available and low-cost global data collection and analysis tools and methods, and communication and networking technologies that will diminish the costs, enhance the effectiveness, and increase the potential sustainability of those food security monitoring and assessment systems.

As requested in task orders, and starting no later than the second year of this contract, the Contractor shall annually identify at least two specific national or regional food security information system partner institutions where the Contractor proposes to implement specifically identified institution-building efforts.

For such USAID-agreed targets, Contractor shall then propose to USAID a time-delimited plan for specific FEWS NET support and training activities to be provided to that partner. Such plans may include not only Contractor resources, but may also identify Contractor initiatives that will advocate for the engagement of other partners in such institution-building efforts. The Contractor shall implement the approved activities and annually evaluate and report on achievements utilizing pre-specified benchmarks for progress.

**(b) FEWS NET Nutrition-Related Activities**

It has become increasingly apparent to USAID that nutritional information is a part of early warning for food security analytic frameworks that has not been sufficiently developed for operational use in identifying future food security crises. Without its consideration, early warning, and assessments of food security and vulnerability conditions may miss important diagnostic or even predictive features of current or impending "food" or humanitarian crises. This is true even if an absence of food has not been the major direct cause of the emergency; perhaps poor water quality or malaria, for example, is also a key feature of the nutritional side of the crisis. The Contractor shall work with the COTR and other FEWS Net partners to define an approach for FEWS NET's use of nutritional information and data for early warning uses, and incorporate approved approaches into FEWS Net's analytic framework and assessments.

**(c) Maintain staff skills:**

As requested in task orders, the Contractor shall provide at least one staff training and work planning opportunity of at least 5 days duration, each year, for every professional FEWS NET staff member. These workshops shall generally have a multiple set of goals (up-dating FEWS NET field staff technical skills, defining workplans, ensuring a fundamental similarity in the approach to assessment of food security and vulnerability in all FEWS NET tasks and products). The workshops may include FEWS NET Implementing Team

members and other partner personnel if such attendance will help achieve FEWS NET objectives.

**(d) Population Explorer web-site:**

The FEWS NET Population Explorer tool and web-site, [www.populationexplorer.com](http://www.populationexplorer.com) provides demographic information for use in food security monitoring and assessment. This tool and web-site were developed with USAID funding by third-party Contractor Kimetrica International in 2008 and 2009. The FEWS NET IDIQ Contractor shall be provided full access to this tool and shall take over responsibility from Kimetrica for integrating this web-site and its functionality into the FEWS NET web-site. To fulfill this requirement, the FEWSNET Contractor will develop and implement a transition plan in coordination with USAID and Kimetrica International ([www.kimetrica.org](http://www.kimetrica.org))

**(e) Implement Surge Activities:**

As requested in task orders, the Contractor shall periodically be required to implement quick deployments of additional resources (more personnel, additional FEWS NET coverage services, or products) to either increase coverage in any country of current coverage or to expand FEWS NET field activities temporarily into other countries of the world, at the request of USAID. A separate task order is planned for these surge activities which will generally be characterized by a quick start-up and often emergency-driven response to fulfilling USAID information needs.

**(f) Bureau or USAID Mission-funded Task Orders:**

USAID Missions and/or Bureaus may seek to implement additional early warning-related activities under this Contract. Any activity that will be funded under the Contract and carried out by FEWS NET Contractor staff, must relate in a clear way to the general domains of early warning, food security, vulnerability, or famine. The Contractor shall be prepared to respond to requests for proposals for, and then implement the following types of activities in Mission issued and funded task orders:

- in countries of FEWS NET field office presence, an activity that is consistent with the general requirements of this Contract, and for which a Mission or Bureau wishes a more engaged participation or more intense geographic or thematic coverage. In this case, the country Mission, or Bureau, will provide its own additional funding; and
- an activity that is consistent with the general requirement of this Contract, for countries not currently covered by FEWS NET office-presence or remote monitoring, from any of a number of funding sources.

All reporting and financial and management reporting requirements of this IDIQ apply to these orders. The Contractor shall not undertake or perform any additional services under this Contract without a fully executed Task Order.

**(g) Gender and Environmental Considerations:**

In some of the monitoring and assessment activities described in this SOW, gender will have direct relevance to food insecurity analysis and decision support activities. The Contractor shall consider and provide gender disaggregated data and analysis when gender differences are known and or identified by USAID.

**(h) Environmental Considerations:**

The nature of this activity is such that it has no direct environmental impact, and has therefore been categorically excluded by USAID from the requirement to undertake an environmental impact assessment.

**(i) Contract Deliverables:**

The contractor shall provide technical deliverables as specified in Section F and in task orders issued hereunder.

**(j) IDIQ Point of Contact:**

The contractor shall provide a primary management point of contact to support this IDIQ. The IDIQ Manager should be the individual bearing primary responsibility for procurement, personnel, reporting, and other management related requirements of the contract.

The IDIQ Manager should have at least an undergraduate degree, and at least ten years of experience working on, or managing, a large activity with multiple-overseas offices preferably in the area of development or food security.

**-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 will 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 STRATEGY

The Contractor shall comply with the requirements of the USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

### D.2 BRANDING AND MARKING POLICY

In accordance with provisions D.1 and D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding) or any successor branding policy.

-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.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
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 Washington 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 required deliverables or outputs.

COTRs may also be designated for a specific task order. If so, the Task Order COTR may inspect and accept all services, reports and required deliverables or outputs if specified in the task orders.

**E.3 RESPONSIBLE OFFICIAL**

In accordance with the clauses of this contract entitled "Inspection - Cost - Cost Reimbursement" (FAR 52.246-5) and "Inspection - Fixed Price" (FAR 52.246-4), inspection of results or other deliverables required by each Task Order issued hereunder shall be made by the cognizant COTR for that Task Order. Acceptance of goods, services, and reports or other deliverables by the cognizant COTR for that Task Order shall form the basis for payments to the contractor, and will form the basis of the contractor's permanent performance record with regard to this contract.

**-END OF SECTION E-**

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

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

Although task orders may be issued at any time during this ordering period, two constraints apply to the period of performance for task orders. First, the period of performance for a task order may not go beyond three (3) years after the end of the ordering period. Second, a TOCO may not award a task order for a period of performance that goes more than five (5) years into the future at the time the order is either awarded or extended by modification.

### F.2 PERFORMANCE STANDARDS

Evaluation of the Contractor's performance in accordance with the performance requirements set forth in task orders will be conducted annually and jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

### F.3 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in Section F.11, the Contractor shall submit the following deliverables or outputs to the COTR specified in Section G:

(a) Contents of Periodic Progress Reports:

- Performance Monitoring Reports (PMRs): The Contractor shall submit quarterly performance monitoring reports summarizing progress of the major activities in process during the preceding quarter in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate. Results and impact shall be reported in keeping with performance monitoring plans or other results monitoring mechanisms. In addition, beginning with the second PMR, and continuing subsequently with even numbered PMRs, the Contractor shall include a section which discusses any salient programmatic trends that can be distilled from major activities that are in process or recently completed; and, highlights unresolved or on-going administrative or bureaucratic constraints to the Contractor's optimal performance; an update of which will be used as part of future award evaluations.
- Contract Financial Report: The contractor shall submit a quarterly contract financial report including the following:
  - Notification of New Task Order Report Content:
  - Task Order number,
  - Mission or Bureau contracting the task order,
  - Period of Performance,
  - CO,
  - COTR,
  - Ceiling Price, and
  - Initial Obligated Amount.
- Modifications to Existing Task Orders Report: As required, a short description of any of the following changes to existing task orders shall be required within a month of the following changes being made:
  - Incremental funding
  - Time extensions,

- o Change of CO or COTR, and
- o Completion of work.
- Accrual Reports: The contractor shall submit an estimated accrual report including the following information for all task orders:
  - o Total amount obligated,
  - o Total amount invoiced,
  - o Total amount expended but not yet invoiced
  - o Remaining unexpended funds.

(b) The above reports shall be submitted within 30 days of the three-month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31.

(c) The contractor shall submit the reports to the COTR identified in Section G of the Schedule, who will forward the reports to the responsible Contracting Officer.

(d) The contractor shall promptly notify the Contracting Officer and COTR of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract.

(e) Language of Reports and Other Deliverables: All reports and other deliverables shall be in the English language, unless otherwise specified by the USAID/W COTR or in a task order.

(f) Meetings: The contractor shall be responsible for attending two coordination meetings per month with the COTR.

(g) Report markings:

- The cover page of all deliverables required in this contract shall include the USAID logo (or the name of the Agency written out) prominently displayed, the contract number, Contractor name, name of the USAID project office (DCHA/FFP missions), the publication or issuance date of the document, document title, author name(s), project number, and project title. Descriptive information is required whether Contractor-furnished products are submitted in paper or electronic form. All materials shall include the name, organization, address, and telephone, fax, and internet number of the person submitting the materials.
- Hard copy reports shall be prepared on non-glossy paper (preferably recycled and white or off-white) using black print. Elaborate art work, multi-color printing, and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides (see also Section E of this contract).
- Electronic formats shall be submitted with the following descriptive information:
  - o Operating system format, e.g., Windows compatible;
  - o Name of application software used to create the files on the digital medium, e.g., Microsoft Word Ver. 2007;
  - o The format for any graphic and/or image files included, e.g., TIFF-compatible; and
  - o Any other necessary information, e.g., special backup or data compression routines and software used for storing and retrieving submitted data.



**(h) Distribution to COTR and Briefings**

- Distribution of Task Orders to Basic Contract COTR: One copy of each new task order issued under this IDIQ must be forwarded to the DCHA/FFP COTR within one week of receipt by the Contractor.
- Briefings: Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel should brief the relevant USAID Mission and cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the DCHA/FFP COTR for this contract, Contractor personnel will brief DCHA/FFP upon return from each assignment and provide copies of any documents generated under individual task orders.

**(i) Development Experience Documentation:** USAID contractors must submit one electronic or one hard copy of development experience documentation (electronic copies are preferred), pursuant to AIDAR 752.7005, to the DCHA/FFP COTR.

**(j) Annual Workplans and Budgets:** Annual Workplans (AWB) and Budgets will be submitted for USAID approval for each Task Order, each year, within 60 days of the end of the fiscal year. The format of the AWBs will be agreed with USAID at least ninety (90) days before they are due.

**F.4 TASK ORDERS**

(a) Task Orders may be issued by USAID/W Contracting Officers and field Contracting Officers if they are determined to be consistent with the scope shown in Section C. All USAID Mission and Bureau 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 DCHA/FFP Contracting Officer's Technical Representative (COTR) must review the prospective task order requirement or statement of work (SOW) and agree that it complies with the SOW for the basic contract before the task order CO may begin the task order process.

(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 scope of work and effective period of this contract.

(d) The FAR and AIDAR clauses and provisions included in the contract are applicable to task orders as issued based on their individual scopes of work. Clauses and provisions remain applicable throughout the terms of the contract and orders. Additionally, there may be clauses and 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 for prospective Task Orders must be cleared by the COTR for the Basic IDIQ.

**F.5 TASK ORDER ORDERING PROCEDURES**

**(a) Request for Task Order Proposal:** 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 scope, 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 scope, period, or maximum ceiling. The Task Order Contracting Officer's Technical Representative (TO COTR) will request a task order proposal. The TOCO is responsible for final, negotiation and task order award. The TOCO may ask for a detailed proposal (technical or cost) if needed depending upon the technical and cost factors. The TOCO is responsible for final, negotiation and task order award. The TOCO has discretion to decide how much documentation is needed to assess the technical capability and cost. To obtain services or other deliverables that are within the scope of this Contract, the TOCO may issue orders using any of the pricing types specified in the Contract. No separate payment will be made to the contractor for the cost to prepare, submit or negotiate a task order proposal.

**(b) Task Order Award:** The Contractor must not commence work until authorized by the TOCO.

**(c) 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 base IDIQ.

Prior to the original estimated completion date, the Contractor must provide a copy of the Task Order Contracting Officer's Technical Representative'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.

**(d) Right to Procure from Other Sources:** The Government, under the terms of this IDIQ, retains the right to procure similar services from other sources during the period of this contract.

#### **F.6 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 thereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Contracting Officer's Technical Representative 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.

(c) The following position is considered Key Personnel for the basic IDIQ contract award:

Title

IDIQ Contract Manager

#### **F.7 CONTENT OF TASK ORDERS**

Task Orders should include the following (as appropriate):

- Source of Funds and Fiscal Data;
- Total Estimated Cost and Ceiling Price;
- Obligated Amount (which shall constitute the maximum liability on behalf of the Government);
- Statement of Work (SOW) or Performance Work Statement (PWS) that is based upon performance standards, deliverables and results to which the contractor shall be held;
- Budget (including identification of the Expanded Object Class
- Code (EOCC) series, and including the costs of Labor, Other
- Direct Costs (ODCs);
- Place of Performance;
- Period of Performance;
- Logistic Support;
- USAID and Other Officials (e. g., cognizant CO & COTR);
- Language Requirements;
- Deliverables or Results;
- Special Requirements and Relevant Information (e.g., source and origin waivers);
- Task Order Number and Contract Number;
- Government-Furnished Property, if any, to be furnished to the contractor;
- Authorized Work-Week;
- Key or Essential Personnel; and
- Payment Office.

#### **F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

(a) Contract Reports and Information/Intellectual Products.

- 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 copies of information products including training materials, publications, databases, computer software 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.
- Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a) of this clause.

(b) Submission requirements:

- Distribution: 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) of this clause) in either electronic (preferred) or paper form to one of the following:
  - o Via E-mail: DocSubmit@usaid.gov;
  - o Via U.S. Postal Service:  
USAID Development Experience Clearinghouse  
DEXS Document Submissions  
M/CIO/KM/DEC, RRB M.01-010  
Washington, DC 20523-6100
  - o Via Fax: (301) 588-7787; or
  - o Online: <http://www.dec.usaid.gov>.
- The contractor shall submit the reports index referenced in paragraph (a) of this clause and any reports referenced in paragraph (a) 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) of this clause.

(c) Format:

- 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.
- 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.
- The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.
- Acceptable software formats for electronic documents include Microsoft Word and Portable Document Format (PDF). Submission in PDF is encouraged.
- The electronic document submission shall include the following descriptive information:
  - o Name and version of the application software used to create the file, e.g., Word 2007 or Acrobat Reader Version 9.0.
  - o The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
  - o Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

**F.9 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by

USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

**-END OF SECTION F-**

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICE

(a) For the Basic IDIQ:

U.S. Agency for International Development  
Office of Acquisition and Assistance  
M/OAA/DCHA, RRB, Room 7.10-05  
1300 Pennsylvania Avenue, NW  
Washington, DC 20523-7100

(b) For Task Orders: The Contracting Officer executing the individual Task Order will retain cognizance of contract administration for that Task Order.

### G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) For the Basic IDIQ:

(COTR will be designated at time of award)  
U.S. Agency for International Development  
DCHA/FFP  
1300 Pennsylvania Avenue, NW  
Washington, DC 20523

(b) For Task Orders: Each Task Order issued hereunder will indicate a COTR for that particular order. The COTR will be responsible for technical oversight for that specific Task Order.

### G.3 PAYING OFFICE

Invoices shall be submitted to the payment office indicated on the Cover Page of each Task Order. Task Orders funded by USAID/Washington Bureaus or offices will generally be paid by:

US Agency for International Development  
M/CFO/CMP  
301 4<sup>th</sup> Street SW, 4<sup>th</sup> Floor  
Washington, DC 20547  
Email: [ei@usaid.gov](mailto:ei@usaid.gov)

### G.4 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:  
Operating Unit:  
Strategic Objective:  
Team/Division:  
Benefiting Geo Area:  
Expanded Object Class Code (EOCC):  
Amount Obligated:

### G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) "Technical Directions" is defined to include:

- Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

- Review and, where required, 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 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:

- Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.
- Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- 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.
- 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 which involve prices, quantities, quality, and/or schedules 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 scope 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: scope 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 the specified number of days contained in FAR 52.243-7 (Notification of Changes), 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 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 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:

- Military equipment,
- Surveillance equipment,
- Commodities and services for support of police and other law enforcement activities,
- Abortion equipment and services,
- Luxury goods and gambling equipment, or
- 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:

- Agricultural commodities,
- Motor vehicles,
- Pharmaceuticals and contraceptive items,
- Pesticides,
- Fertilizer,
- Used equipment, or
- 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.2 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(d) or 731.371(b), as applicable.

### **H.3 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

**(a) Limitations:** Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee'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.

**(b) Initial Salary Approval:** The initial starting salaries of all employees and consultants whose salaries are planned to be charged as a direct cost to a task order under this contract must be approved in advance and in writing by the Contracting Officer.

In all cases, reimbursement of amounts in excess of the USAID Contractor Salary Threshold (CST) requires approval by the USAID Procurement Executive.

**(c) Salaries During Travel:** Payment of salaries and wages while in travel status shall be governed by the Contractor's established policies and procedures. 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.

**(d) 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.

**(e) Annual Salary Increases:** One annual salary increase may be granted, subject to the Contractor's established policy, provided it is not more than \_\_\_\_% (**to be proposed by the Offeror**) for expatriate staff nor more than \_\_\_\_% (**to be proposed by the Offeror**) for local staff and \_\_\_\_% (**to be proposed by the Offeror**) for Washington staff, applied to the employee's base salary, after an employee's completion of each twelve month period of satisfactory services under the contract.

Annual salary increases exceeding this limitation or exceeding the USAID CST rate or exceeding the maximum salary of an FSN-13 for third country or cooperating country national, may be granted only with advance written approval of the Contracting Officer.

**(f) 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.4 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:

- The individual's full name, home address, and telephone number.

- The name and number of the contract, and whether the individual is an employee or dependent.
- 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.
- The name, address, and telephone number(s) of each individual's next of kin.
- Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

#### H.5 SECURITY CLEARANCE

(a) Task orders under this contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the task order procedures in Section F of this contract for any classified task order, the requiring office for the task order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified task order. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Task orders that do not require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified task order, the contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this contract, the contractor acknowledges that it waives any right to be considered for any classified task order if the contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic contract is not classified, the contractor may request a Secret level facility clearance at any time after the contract is awarded in order to be eligible for consideration for a classified task order. The COTR from the office sponsoring the IDIQ is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TO COTR is responsible for managing the clearance requirements for any classified task orders.

At the time of award, the contractor does  does not  have a Secret level facilities clearance.

**[NOTE: This certification has been added to Section K. The Contracting Officer will complete this section at the time of award.]**

The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance. If the contract is not terminated, the contractor is prohibited from being considered for or being issued any future classified task orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this contract or under a task order issued against this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an

appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under a classified task order, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime contract/task order.

(g) The Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt of the "Visit Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first.

#### **H.6 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance agent is:

Primary Contact

Aon Risk Insurance Services West, Inc.  
199 Fremont St., Suite 1400  
San Francisco, CA 94105

Points of Contact:

Regina Carter  
Telephone: (415) 486-7554

Secondary Contact

Aon Risk Insurance Services West, Inc.  
1120 20th St., N.W., Suite 600  
Washington, DC 20036

Points of Contact:

Ellen Rowan  
Telephone: (202) 862-5306

Offerors must request coverage in accordance with USAID Contract No. AID-OAA-C-10-00027 with Allied World Assurance Company (Allied).

(b) Contractors are required to provide Medical Evacuation coverage. Pursuant to AIDAR 752.228-70, Medical Evacuation (MEDEVAC) Services, USAID suggests that contractors satisfy their requirements in the most efficient manner, or by accessing the following link that is provided as a courtesy.

Medevac services costs are allowable as a direct cost.

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

The authorized geographic code for the procurement of goods and services under this contract is 000, or as specified in Task Orders.

#### **H.8 LOGISTIC SUPPORT**

Unless otherwise stated in task orders, the Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

#### **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 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated \_\_\_\_\_ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, the Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>.

#### **H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (MAR 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.12 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.13 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. 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. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant 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/task order, 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.14 USAID DISABILITY POLICY (DECEMBER 2004)**

(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\\_usaid/disability/policies.html](http://www.usaid.gov/about_usaid/disability/policies.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 scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

#### **H.15 SUBCONTRACTING CONSENT**

The following list constitutes the approved subcontractors under this contract:

TBD at time of award

#### **H.16 REPRESENTATIONS AND CERTIFICATIONS**

The contractor's "Representations and Certifications" dated \_\_\_\_\_ which were submitted in response to RFP SOL-OAA-10-000039 are hereby incorporated by reference.

#### **H.17 SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGET**

Pursuant to the Contractor's final revised proposal dated \_\_\_\_\_, and in accordance with FAR 52.219-24, the Small Disadvantaged Business Concerns and Program Targets as identified are as follows:

Proposed SDB Subcontractors: TBD

Proposed SDB Participation Targets: \_\_\_\_ % of total contract value.

**H.18 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC\* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/ Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

**H.19 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.20 REPORTING OF FOREIGN TAXES (JUL 2007)**

(a) The contractor must annually submit a report by April 16 of the next year.

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

- Contractor name.
- Contact name with phone, fax and email.
- Contract number(s).
- Amount of foreign taxes assessed by a foreign government [each foreign government must be listed 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.
- 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 a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- Report is required even if the contractor did not pay any taxes during the report period.
- Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- "Commodity" means any material, article, supply, goods, or equipment.
- "Foreign government" includes any foreign governmental entity.
- "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) Submit the reports to:

USAID, M/CFO/CMP  
Room 7.07-131  
RRB, 1300 Pennsylvania Avenue, NW,  
Washington, DC 20523.

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

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

**-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.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
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
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-8	FIXED-FEE	MAR 1997

52.216-18	ORDERING	OCT 1995
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE OR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	OCT 2010
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	APR 2008
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	APR 2009
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUL 2010
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA---GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-3	INSURANCE APR 1984 (DEFENSE BASE ACT)	
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	OCT 2010
52.230-5	COST ACCOUNTING STANDARDS-EDUCAT. INSTITUTION	OCT 2010
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984

52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I (FEB 2002)	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2010
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	AUG 2010
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION-EVIDENCE OF SHIPMENT	FEB 1999
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS	FEB 2006
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**The clauses listed below apply to specifically to FFP Task Orders under this IDIQ:**

52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.232-11	EXTRAS	APR 1984
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.243-1	CHANGES - FIXED-PRICE (ALT I)	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984

**The clauses listed below apply specifically to CPFF Task Orders under this IDIQ:**

52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (Alt I)	OCT 2010

52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY-SERVICES	FEB 1997
52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984

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752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	(UNDATED)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	(UNDATED)
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.227-14	RIGHTS IN DATA - GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	(UNDATED)
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	(UNDATED)
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	(UNDATED)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

**I.2 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$25,000,000.00;

(2) Any order for a combination of items in excess of \$25,000,000.00;

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of *any one* requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum *order* limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I.3 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.4 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973**

(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.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract completion.

#### **I.6 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JUL 2007)**

(a) Large and small business are encouraged to participate in the USAID Mentor-Protégé Program (the "Program"). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR Parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

#### **I.7 752.219-71 MENTOR REQUIREMENTS AND EVALUATION AS PRESCRIBED IN AIDAR (JUL 2007)**

(a) Mentor and Protégé firms shall submit an evaluation of the overall experience in the Program to OSDBU at the conclusion of the mutually agreed upon Program period, the conclusion of the contract, or the voluntary withdrawal by either party from the Program, whichever occurs first. At the conclusion of each year in the Mentor-Protégé Program, the Mentor and Protégé will formally brief the USAID Mentor-Protégé Program Manager regarding Program accomplishments under their Mentor-Protégé Agreement.

(b) Mentor or Protégé shall notify OSDBU in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal from the Program.

#### **I.8 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1)The date, nature, and circumstances of the conduct regarded as a change;

(2)The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3)The identification of any documents and the substance of any oral communication involved in such conduct;

(4)In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5)The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii)To the extent practicable, what delay and disruption in the manner and sequence of performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6)The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments:

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

## **I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)**

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response



to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"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).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or

"proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

## I.10 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

"Commercially available off-the-shelf (COTS) item"

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees:

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—
  - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

#### **I.11 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)**

**(a) Requirements for Voluntary Sterilization Program.** None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

**(b) Prohibition on Abortion-Related Activities.**

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities:

- (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
- (ii) special fees or incentives to any person to coerce or motivate them to have abortions;
- (iii) payments to persons to perform abortions or to solicit persons to undergo abortions;
- (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
- (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

**-END OF SECTION I-**

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

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

Hard copies of the following documents are attached at the end of this document; however, some of the forms may be accessed electronically at

<http://www.usaid.gov/forms/>

ATTACHMENT NO.	TITLE
ATTACHMENT J.1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
ATTACHMENT J.2	DISCLOSURE OF LOBBYING TECHNIQUES
ATTACHMENT J.3	DD 254 DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS
ATTACHMENT J.4	FREIGHT DELIVERY REQUEST FORM
ATTACHMENT J.5	SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE
ATTACHMENT J.6	CONTRACTOR PERFORMANCE REPORT – SHORT FORM
ATTACHMENT J.7	COST EVALUATION MATRIX
ATTACHMENT J.8	TASK ORDER 0001



## **PART IV – REPRESENTATIONS AND INSTRUCTIONS**

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

#### **K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

- "Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M,

and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN):

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

[Note: FAR 52.204-7, Central Contractor Registration, is included in Section I of this RFP. Thus, paragraph (b) of the above provision applies.]

[Note: The following representations and certifications in sections K.4 through K.18 are not included in ORCA and shall be completed and submit with the offeror's proposal.]

### **K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1)The North American Industry Classification System (NAICS) code for this acquisition is **541990**.

(2) The small business size standard is **\$7,000,000**.

(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:

Paragraph (d) applies.

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

(c)(1)The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless:

(A)The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B)The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C)The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A)Are not set aside for small business concerns;

(B)Exceed the simplified acquisition threshold; and

(C)Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance–Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A)The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B)The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(A)If the acquisition value is less than \$25,000, the basic provision applies.

(B)If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C)If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xv) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xvi) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan–Certification.

(xvii) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to–

(A)Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(c)(2) The following certifications are applicable as indicated by the Contracting Officer (Contracting Officer check as appropriate).

\_\_\_ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

\_\_\_ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

[Note: Far 52.204-7, Central Contractor Registration, is included in Section I of this RFP. Thus, paragraph (b) of the above provision applies.]

#### **K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)**

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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;

(C) Are [ ] are not [ ] 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 [ ], have not [ ], 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.

(a)(2) 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.

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).

(a)(3)The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"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 subsidiary, 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.

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.

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.

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.

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.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____	_____
_____	_____
_____	_____
_____	_____

**K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is - 541990 'All Other Professional, Scientific, and Technical Services'.

(2)The small business size standard is **\$7,000,000.00** [average annual receipts for 3 preceding fiscal yrs].

(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 **N/A** employees.

(b)(1) Representations: The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2)(Complete only if the offeror represented itself as a small business concern in paragraph (b) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3)(Complete only if the offeror represented itself as a small business concern in paragraph (b) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4)[Complete only if the offeror represented itself as a small business concern in paragraph (b) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5)[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (e) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6)[Complete only if the offeror represented itself as a small business concern in paragraph (b) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (g)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern-- means a small business concern--

(1) Means a small business concern - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2)Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, as used in this provision, means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1)Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2)The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, as used in this provision, means a small business concern--

(1)That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and



(2)Whose management and daily business operations are controlled by one or more women.

(d)(1) Notice. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2)Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women- owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a),8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i)Be punished by imposition of fine, imprisonment, or both;

(ii)Be subject to administrative remedies, including suspension and debarment; and

(iii)Be ineligible for participation in programs conducted under the authority of the Act.

#### **K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations:

(1)General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either:

[ ](i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii)It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)[ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating

in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that --

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10 52.222-38 Compliance with Veterans' Employment Reporting Requirements (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K.11 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, 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, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located within any State of the United States or its outlying areas.

## **K.12 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 (iii) of part (a) 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:

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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:

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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 paragraph (i) or (ii) of Part (a) 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 paragraph (a)(iii) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No

**K.13 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER**

DUNS Number: \_\_\_\_\_

[Contractors can obtain their DUNS number at no charge by calling 1-800-333-0505 or by accessing Dun and Bradstreet's Internet Home Page at <http://www.dnb.com/>]

**K.14 SECURITY CLEARANCE CERTIFICATION**

At the time of award, the contractor does [ ] does not [ ] have a Secret level facility clearance. (See Section H.5)

**K.15 AUTHORIZED NEGOTIATORS**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

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**K.16 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 solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://arnet.gov/far>.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD 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)

(a) 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 an, 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 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 the next working day.

(b) Amendments to solicitations: If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge

receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) 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, and (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 in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (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, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (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.

(3) 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. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., 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 offers is "late" and will not be considered unless it is received before award is made, 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 5:00 p.m. one working 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 that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv)If 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 work 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 received 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.

(4)Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5)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.

(6)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.

(7)Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8)Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) 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).

(e) 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--

(1)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

(2) 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.

(f) Contract award. (1) 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 factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received,

(4) 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 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.

(5) 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.

(6) 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.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline 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.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) 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.

(11) 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 weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful 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 a Single Award Indefinite Quantity Contract (IDIQ), utilizing individual task orders to provide technical services. Task Orders issued under this contract will be either Cost-Plus-Fixed-Fee (CPFF) or Firm Fixed Price (FFP).

### **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 an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sallie McElrath, Contracting Officer  
c/o William Buckhold, Esq.,  
Assistant General Counsel/Litigation and Enforcement  
US Agency for International Development  
Office of the General Counsel, GC/LE  
Ronald Reagan Building (RRB) Room 6/06-071  
1300 Pennsylvania Avenue, NW  
Washington, DC 20523-6601

Fax No. 202-216-3058

An email shall also be sent to Michele Sharpe at [msharpe@usaid.gov](mailto:msharpe@usaid.gov).

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

[Copies of any protests that are filed with the GAO shall be faxed to the USAID Contracting Officer identified above at 1-202-216-3052 and GC/LE at 1-202-216-3058.]

### **L.5 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-- TARGETS (OCT 2000)**

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for

participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

NOTE: In accordance with correspondence from the Civilian Agency Acquisition Council (CAAC), the statutory authority identified in paragraph (a) above to use the Price Evaluation Adjustment expired on December 9, 2004; thus an SDB concern can no longer receive the price evaluation adjustment. Therefore, the SDB Participation Program Target source selection factor applies to all offerors.

## **L.6 GENERAL INSTRUCTIONS TO OFFERORS**

**(a) Single Award.** The U.S. Government anticipates awarding one (1) contract as a result of this solicitation.

**(b) RFP Instructions.** If an Offeror does not follow the material 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 write to the contracting officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet that deadline.

**(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: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) 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:

- Completion of Standard Form 33, Blocks 12 through 18;
- Submission of proposed costs and indirect cost information as required by Section B and L of this RFP;
- Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- 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.

**(g) Pursuant to Block 12 of Standard Form 33 of this RFP, offerors are requested to extend the period for acceptance of offers to June 30, 2011.**

## **L.7 DELIVERY INSTRUCTIONS**

(a) Proposals submitted in response to this RFP will be received in the following manner: hardcopy only. Facsimile or electronic proposal submissions will not be accepted. Questions in response to this solicitation must be received in writing via e-mail only to Michele Sharpe at msharpe@usaid.gov no later than December 16, 2010, 11:00am EDT.

(b) **Closing Date and Time.** All proposals in response to this RFP shall be due at the below address, not later than January 26, 2011, 11:00 am EDT.

(c) The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: SOL-OAA-10-0000039

Title: Famine Early Warning System Network Management and Technical Services

Technical and Cost/Business Proposals must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(d) **Number of copies.** An original and five (5) copies of the Technical Proposal are required. An original and two (2) copies of the Cost/Business Proposal are required. In addition to the hard copies of your proposals, include one (1) copy in Compact Disc (CD) format in the original version of the Technical Proposal and Cost/Business Proposal.

(e) **Mailing Addresses.** Proposals shall be delivered to the following addresses.

If Sent via U.S. Postal Service: Hand-Carried, or via Courier Service:

Michele Sharpe	Ronald Reagan Building
Contract Specialist	14th Street Entrance
USAID, Office of Acquisition & Assistance	Check in at the Visitor's Desk at the Ronald Reagan Building and call Michele Sharpe at ext. 2-0342 or Jeanette Lee at ext. 2-5836
1300 Pennsylvania Avenue	
M/OAA/DCHA/D, Rm. 7.10-001	
Washington, D.C. 20523-7900	

## **L.8 DELIVERIES TO LOADING DOCKS**

(a) ALL offerors delivering proposals through carriers other than the USPS, UPS, or FedEx, not including individual hand delivery, must complete a Freight Delivery Request Form available online at: <http://inside.usaid.gov/forms/a519-1.doc> and provide it to the contract specialist 72 hours in advance of delivery via facsimile to the Negotiator. The link for the facsimile number is 202-216-3132. The CO or his designee will forward the form to Bureau of Management, Office of Administrative Services, Consolidation, Property, and Services Division (M/AS/FMD), Ronald Reagan Building & International Trade Center (ITC) Loading Dock Manager. Once an USAID loading dock representative accepts the delivery, this will be considered the actual time of USAID's acceptance for compliance with FAR 52.215-1(c).

(b) USAID delivery hours are from 9:00 a.m. to 3:00 p.m., Monday through Friday. Deliveries to be made before 9:00 a.m. and after 3:00 p.m. must receive prior approval from M/AS/FMD.

(c) Advance notice of 72 hours must be given for all deliveries to the RRB. The freight company must fill out the Freight Delivery Request Form, then the customer must sign it and forward it to the M/AS/FMD. GSA controls deliveries to the RRB and will not accept unscheduled deliveries. Deliveries through the

ground-level doors, on either the 13th street, the 13 1/2 street, or the 14th street, are strictly prohibited and will be turned away.

(d) All vendors must report to 12<sup>TH</sup> and C Street S.W., Washington, DC, for security scanning prior to reporting to the RRB. When the scanning is complete, the vendor has 30 minutes to report to the RRB.

(e) The Loading Dock entrance is located at the 14th Street, South entrance to the RRB. The security guard will check for a valid state driver's license or commercial driver's license (CDL), vehicle registration card, and Bill of Lading/Manifest, and will inspect the vehicle for security purposes.

(f) Vendors making repeat daily deliveries (such as United Parcel Services (UPS), Federal Express (FedEx), and U.S. Postal Services) must submit an annual roster with the required information to M/AS/FMD for the primary and alternate driver. Any changes to this roster must be immediately reported to M/AS/FMD.

(g) Preferred truck size is 53 feet from bumper to bumper. If a larger truck is needed, the maximum trailer size is 45 feet, and the cab has to be parked in another bay. Arrangements must be made in advance with M/AS/FMD to ensure that a bay will be available to park the cab during off-loading.

(h) Vendors and/or clients must mark at least two sides of all deliveries, see information below. The following information must appear on the package/packing slip:

AGENCY: U.S. Agency for International Development, M/OAA/DCHA  
NAME: Michele Sharpe  
ADDRESS: 1300 Pennsylvania Ave, NW, Room 7.10-015, Washington DC 20523  
PHONE: 202-712-0342

(i) The driver is responsible for ensuring that all goods and materials are scanned through the loading dock X-ray machine. The driver must provide hand trucks, pallet jacks, or any other equipment needed to unload the delivery.

(j) After the goods have been inspected and approved by the GSA Dock Guards, the USAID Designated Receiving Agent will deliver them to the customer for USAID.

(k) If the offeror elects to hand-deliver the proposal, USAID advises the offeror that should security requirements at the RRB result in the proposal not reaching the designated office or being accepted by the contracting officer or his/her representative by the closing time for proposal submission in L.7, the proposal may be determined to be "late" in accordance with FAR 52.215-1. Building security has the discretion to decide whether or not to allow the hand carrier into the building. Offerors must use the 14th Street door between U.S. Customs and USAID. Once past security, and in USAID's lobby, please contact the Contract Specialist at (SF 33, Block 10). Only packages/boxes hand-carried (suggest having the box unsealed and open to expedite clearance) may be delivered through this entrance. No handcarts, dollies, etc. are allowed in the RRB lobby. USAID advises that the offeror provide a freight delivery form 72 hours in advance in case security does not allow the hand carrier through and routes them to the loading dock.

## **L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

NOTE: In the following proposal preparation instructions (Sections L.9 and L.10), "major subcontractors" are those subcontractors whose proposed costs exceed \$1,000,000. If a subcontractor is being proposed as a "major subcontractor", it shall be stated at the beginning of the technical proposal.

(a) The technical proposal should be organized in accordance with the technical evaluation criteria listed in Section M. It should also indicate a clear understanding of the work to be undertaken and the responsibilities of all parties involved.

(b) Detailed information should be presented only when required by specific RFP instructions. The written Technical Proposal is limited to twenty (20) pages and shall be written in English. Offerors shall use only 8.5 inch by 11 inch paper, single-spaced pages and number each page consecutively. Offerors must use Times New Roman font 11 or a similar size typeset. Information submitted over 20 pages will not be evaluated.

Note: A page in the technical proposal, which contains a table, chart, graph, etc., not otherwise excluded below, is subject to the 20 page limitation.

Not included in this page limitation are the following:

- Title Page
- Cover Letter
- Table of Contents
- Acronym list
- Dividers
- Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the offeror) for proposed candidates
- Contractor Performance Report - Short-Form (Attachment J.6)
- Past Performance information in using small business concerns (per L.9.4)
- Small Disadvantaged Business participation program targets information(per L.9.5)

All critical information from appendices should be summarized in the technical proposal.

(c) The Technical Proposal shall be submitted in three-ring binders, and include the information set forth in Section L.9.

#### **L.9.1 TECHNICAL APPROACH AND UNDERSTANDING [See Section M.3.1]**

The offeror shall provide the following::

**(1) A Core Monitoring and Assessment Plan** for a two-year period beginning July 1, 2011: Assuming that the current staffing of presence offices remains constant, describe your approach to accomplishing the core activities described in Section C.2.1 over a two-year period with emphasis on how the offeror intends to set up and maintain the analytic frameworks, implement regular monitoring, data collection and analysis, maintain partner relationships and publish famine early warning reports in the following cases:

- o In countries with an existing FEWS NET office-presence;
  - o In the nine (9) countries already being remotely-monitored, described in section C.2.1(i);
  - o In the next 10 highest priority countries described in section C.2.1(i).
- Describe how the remote monitoring coverage in each of the above cases will differ from office-presence coverage, and how any personnel with a responsibility for remote monitoring will communicate and work with (if at all) other professional field staff.

- Describe the lines of supervision the Offeror will establish for each of the three cases above and how the Offeror will manage the delivery of administrative and technical support to accomplish the core activities in each case. Specifically identify the roles and type of support to be provided by the Decision and Planning Support Coordinator and by the Remote Monitoring coordinator (Washington key personnel positions).
- Describe the responsibilities of individual Regional Field Representatives in relation to all three cases above.
- Describe how the Offeror intends to manage and develop the partner relationships listed in Section C.2.2.

**(2) Approach for ensuring a comparability of results:** It is critical that FEWS NET analysis provide food security monitoring and assessments about the scope and severity of forecasted, emerging, and/or existing food insecurity(ies) in countries of FEWS NET coverage based upon objective, internally-consistent and comparable definitions and measures. The Offeror shall describe their approach (maximum 2 pages, included within the 20 page limit for response) for ensuring this comparability of analysis across field office coverage, remote monitoring, and in the Washington office's own analysis and reporting.

**(3) Discussion on the use of nutritional information as a FEWS NET early warning tool:** The Offeror shall discuss (maximum 2 pages, included within the 20 page limit for response) the challenges related to, and the potential benefits of, increasing FEWS NET's use of nutritional data as an input to its 6-month food security outlooks that are intended to provide early warning of future deterioration in food security conditions. The discussion should include a description of the steps it would propose to undertake in the second year of Task Order 0001 performance to increase FEWS NET's use of nutritional data for this early warning purpose.

#### **L.9.2. PERSONNEL INFORMATION [See Section M.3.2]**

Each Offeror is required to provide a complete and current resume and the information described below, for the IDIQ Management Point of Contact Key Personnel position, for the four (4) Task Order 0001 Key Personnel positions (See Attachment J-8, Section C.4), and for the Task Order 0001 Washington technical staff.

- state if the proposed personnel are employees or consultants of the prime or subcontractors.
- submit signed "letters of availability" for personnel proposed. These letters must be included in the annex, and are not included in the technical approach page limitations.
- submit two (2) references, with contact information, for the proposed Key Personnel (IDIQ Management Point of Contact and four (4) Task Order 0001 Key Personnel).

#### **L.9.3 INSTITUTIONAL MANAGEMENT CAPABILITY [See Section M.3.3]**

The offeror shall demonstrate its management capabilities as follows:

**(1)** Discuss the offeror's experience in managing large, multi-country-based field operations. Discuss the offeror's demonstrated ability to quickly mobilize field staff, manage the allocation of limited expert resources and to deliver complex reports and electronic information based on shifting



information and analysis. Describe the offeror's institutional ability to disseminate all required FEWS NET monthly updates and early warning reports upon award.

(2) Describe the offeror's ability and experience in monitoring program implementation, results and impact, and in solving problems and making course corrections in operations when necessary.

(3) Provide an organizational chart that includes all proposed Washington-office key and non-key personnel. Describe job functions, lines of authority and responsibility for supervising all Washington and field staff, supporting field staff, and collaborations with partners.

#### **L.9.4 PAST PERFORMANCE [See Section M.3.4]**

(a) The offeror must provide past performance references for itself and each major subcontractor (one whose proposed level of effort exceeds 20 percent of the offeror's total proposed level of effort). This past performance information must be submitted in accordance with the following:

(i) For the offeror and each major subcontractor (based on anticipated level-of-effort) list up to five (5) past or current contracts for efforts similar to this requirement. To ensure uniformity of information for conducting the reference checks, the offeror/subcontractor shall complete Part 1 (Blocks 1 through 9) of the Contractors Performance Report-Short Form (Attachment J.5) for contracts and/or subcontracts. The name, telephone number, and email address for all contacts are required. It is recommended that the offeror/subcontractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the technical proposal.

(ii) If the offeror/major subcontractor encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Space is provided in Block 6 of the Short Form for this. Offerors/major subcontractors shall not provide general information on their performance.

(iii) Offerors/major subcontractors may 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.

(iv) USAID may use past performance information obtained from other than the sources identified by the offeror/major subcontractor. USAID shall determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and best value decision.

(b) Past Performance in Using Small Business Concerns (Per FAR 19.001)

**[This section (b) is not applicable to offers from small business concerns.]**

As part of the evaluation of past performance in Section M.3.4 of this solicitation, USAID will evaluate the extent the offeror used and promoted the use of small business concerns under current and past 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 small business subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

(i) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually used small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Describe 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 small business incentive programs set out in your contract(s).

(ii) To supplement the narrative summary in (i), 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. [Offerors are required to submit their SF294 forms in only the original copy of the technical proposal.]

(iii) Provide the names and addresses of three SB concerns for USAID 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 phone number, and e-mail address for each.

(iv) USAID reserves the right to obtain past performance information from other sources, including any SB concern or government agency not named.

#### **L.9.5 SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM**

Note: 1 Supplementing FAR 52.219-24, and see Section M.3.5. This factor applies to all offerors.

Note: 2 The submission of SDB Participation Program Targets information is required for all offerors (large and small) submitting proposals.

Offerors must submit SDB participation program targets information in accordance with the following:

(i) Subsection L.5 contains FAR clause 52.219-24 and Section M contains a source selection sub-criterion related to the participation of small disadvantaged business (SDB) concerns in the contract. In order to receive credit under this sub criterion, the offeror must describe how small disadvantaged business concerns will participate in this contract, should the offeror be successful. As required in the FAR clause, the offeror must provide with its offer targets, expressed as percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for SDB subcontractors must be listed separately.

(ii) Even if the offeror must submit a subcontracting plan, it must address this sub criterion separately in its technical proposal. An SDB concern prime offeror must include a target for the work it intends to perform as the prime contractor or intends to subcontract to an SDB.

(iii) If the offeror specifically identifies SDB concerns in its proposal and they are considered in the evaluation, they will be listed in the contract and the contractor will be required to notify the contracting officer of any

substitutions of firms that are not SDB concerns. The contractor's compliance with this notification requirement will be a factor in future performance evaluations.

ANY TARGETS THE OFFEROR PROPOSES WILL BE INCORPORATED INTO AND BECOME PART OF THE CONTRACT AND THE CONTRACTOR WILL BE REQUIRED TO REPORT ON SDB PARTICIPATION. See FAR 52.219-25.

#### **L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL**

Offerors must submit the Cost/Business Proposal in three-ring binders and include the information described in this section. All pages must be sequentially numbered, and each part must be separated by a tab or colored divider page. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

**(a) Part 1 - Standard Form (SF) 33:** The Offeror must submit the cover page (Section A) of this Solicitation [SF-33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

#### **(b) Part 2 - Proposed Costs**

(i) As Task Order 0001 will provide services under all tasks of the SOW except for **Section C.2.2(e) "Implement Surge Activities"**, and Section C.2.2(f) "Bureau or USAID Mission funded Task Orders," the Offeror's total cost plus fixed fee for Task Order 0001 will be evaluated. The offeror must submit a Cost Proposal for Task Order 0001 pursuant to the template set forth in Attachment J.7. In Attachment J.7, USAID has projected field direct costs as these costs are based on specialized field-based resources and historically have not varied from offeror to offeror. **Although the entire Task Order 0001 proposed costs (Field and Non-Field) will be evaluated for purposes of evaluation and selection of this IDIQ, Task Order 0001 will be issued to the selected offeror with an estimated cost based solely on the non-field costs.** Task Order 0001 will be modified after contract and task order award to adjust the estimated cost to include Field costs once the selected firm definitizes these field costs and submits and receives approval on the workplan required under section C.5.1 of the task order SOW (See Attachment J.8).

- o Offerors and their major subcontractors must propose and make clear proposed ceilings on their indirect cost rates for purposes of billing under this IDIQ. The proposed ceiling indirect cost rates of the selected Offeror and their major subcontractors will be incorporated into the IDIQ (See Section B.7.).
- o **While ceilings for each indirect cost rate category may be proposed for the entire 5 year period, for evaluation purposes, offerors shall average their proposed Year 1 and 2 rates and use this average for the Task Order 0001 Cost Proposal.**
- o **Actual field costs will be negotiated post award with the submittal of the work plan required under Section C.5.1 of the Task Order SOW. Post award, the contractor shall propose their estimated FIELD COSTS, adjust those with their approved NICRAS for Years 1 and 2 AND adjust their NON-FIELD costs with their actual approved NICRAS for Years 1 and 2 (as long as they are below the ceiling). NO OTHER ADJUSTMENTS SHALL BE MADE TO THE TASK ORDER ESTIMATED COSTS FOR NON-FIELD COSTS DURING THIS WORK PLAN PROCESS.**

- o Offerors must propose and make clear their proposed ceiling on fixed fee for this IDIQ which will be the maximum fixed fee percentage allowed for all task orders (See Section B.8.) Offerors may not propose a fixed fee percentage above the statutory limit (10%) set forth in FAR 15.404-4(i)(C). This ceiling proposed by the selected offeror will be incorporated into the IDIQ (See Section B.8.) The ceiling fee proposed under Section B.8. shall be proposed in Attachment J.7, "Task Order 0001 Cost Proposal," as the fixed fee for the Task Order.
- o Offerors shall propose and make clear annual salary increases for all categories of employees (see Section H.2). If no distinctions are made, one percentage will be listed for all categories of employees in Section H.3. The proposed percentages for all Non-Field staff shall be incorporated into Year 2 of Attachment J.7, "Task Order 0001 Cost Proposal."

(ii) Indirect Cost Information: Offerors must submit indirect cost information to support the indirect costs in the proposal.

(iv) The Offeror and each proposed 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.

(iii) If the Offeror does not have a cognizant Government Audit Agency, the proposal shall include:

- o 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; and
- o the most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

**(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, and sign/date the last page in the space provided. Offerors are advised to review FAR 52.204-7 and 52.204-8 for online submission of representations, certifications, and other statements of offerors through the Central Contract Registration (CCR) database.

**(d) Part 4 - Policies and Procedures:** If the offeror does not have prior USAID 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.

**(e) Part 5 - Subcontracting Plan:** If the offeror is other than a small business, it must submit a Subcontracting Plan (See Section J) for the IDIQ and Task Order 0001. Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, and women-owned small business concerns. (The contractor is required to submit the approved task order subcontracting plan to the web-based eSRS at <http://www.esrs.gov> - See Section H).

USAID's Subcontracting Goals as a % of Total Subcontracting:

Small Business	40.30%
Small Disadvantaged Business	5.00%
Women Owned Small Business	5.00%
HubZone Small Business	3.00%
Service Disabled/Veteran Owned Small Business	3.00%

Offerors are encouraged to include the above goals in their subcontracting plan. Plans must contain small business subcontracting goals of at least 15% of total planned subcontracting, including non-zero goals (greater than 1%) for each of the following: veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business.

**(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 purposes 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 method 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. 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 (see 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)); and

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

**(i) Part 9 - Information to Support Consent to 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 subcontractors to be granted 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) shall be covered.

(ii) A normal work-year, including paid absences (holidays, vacations, 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 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 in effect at time of award shall remain in force throughout the period of the award.

**-END OF 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. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the offerors, and any other information obtained by the Government through its own research.

(d) In accordance with FAR 15.304(e), all evaluation factors other than cost/price when combined are significantly more important than cost/price factors.

### **M.2 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

USAID encourages maximum participation of small businesses, veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. 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 may be determined to be the best value offer and may be selected for award.

### **M.3 DESCRIPTION OF THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS**

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.

#### **M.3.1 Technical Understanding (30 points)**

Within this criterion, the relative importance of the sub-criteria are indicated below:

(1) USAID will evaluate the extent to which the Offeror's core monitoring and assessment plan demonstrates a sound and efficient use of resources to accomplish all core activities defined in Section C.2.1, and demonstrates the Offeror's technical understanding of the different types of monitoring, analytical frameworks and of partner, field and non-field responsibilities and relationships. **(20 points)**

(2) USAID will evaluate the extent to which the Offeror demonstrates a clear and technically sound strategy for ensuring that all FEWS NET food security assessments and early warning will be based upon an objective, internally-consistent and comparable scale of food insecurity (especially scope and severity). **(5 points)**

(3) The extent to which the Offeror's discussion on the use of nutritional information as an early warning tool demonstrates understanding of the challenges related to this use and describes a technically sound strategy for increasing FEWS NET's use of nutritional data for early warning purposes. **(5 points)**

#### **M.3.2 Personnel Information (25 points)**

USAID will evaluate the personnel proposed as they relate to the offeror's capability. Within this criterion, the relative importance of the sub-criteria is indicated below.

(1) USAID will evaluate the quality and appropriateness of the background, skills, and experience of proposed IDIQ Management Point of Contact Key Personnel (see Section L.9.2), including professional experience and appropriate academic credentials for the areas of expertise in managing the components and specialized tasks/elements specified in the Statement of Work. Overall credentials and developing country experience will be considered. **(5 points)**

(2) USAID will evaluate the quality and appropriateness of the background, skills, and experience of the individuals proposed as Task Order 0001 Key Personnel (see Section L.9.2 and Attachment J.8), including their professional experience and appropriate academic credentials for the areas of expertise, components and specialized tasks/elements specified in the Statement of Work. Overall credentials and developing country experience will be considered. (Technical Director, Deputy Technical Director, Decision and Planning Support Coordinator, and Remote Monitoring Coordinator). **(15 points)**

(3) USAID will evaluate the quality and appropriateness of the background skills, and experience of the individuals proposed as Task Order 0001 Washington technical staff (see Section L.9.2 and Attachment J.8), including their professional experience and appropriate academic credentials for the areas of expertise in managing the components and specialized tasks/elements specified in the Statement of Work. (Livelihoods Coordinator and Market & Trade Coordinator and any other technical personnel proposed) **(5 points)**

#### **M.3.3 Institutional Management Capability (20 points)**

Within this criterion, the sub-criteria are considered of equal importance.

(1) USAID will evaluate the offeror's ability to manage large, multi-country-based field operations, quickly mobilize field staff, deliver high quality technical expertise and to rapidly coordinate the collection, preparation, and dissemination of varied and complex information and reports.

(2) USAID will evaluate the offeror's ability to monitor program implementation, results and impact, and to solve problems and make course corrections in operations when necessary.

(3) USAID will evaluate the offeror's efficiency and effectiveness of the proposed organizational plan.

#### **M.3.4. Past Performance (20 points)**

Within this criterion, the sub-criteria are considered of equal importance.

(1) As required by Section L.9.3 of this RFP, USAID will evaluate each offeror's past performance, and similarly for each proposed major subcontractor. The past performance evaluation will focus on the following: **(10 points)**



(i) USAID will evaluate the offeror's quality of product or service, including consistency in meeting goals and targets, achievement of clearly defined results, and cooperation and effectiveness in fixing and learning from problems.

(ii) USAID will evaluate the offeror's ability to control costs, including forecasting costs as well as accuracy in financial reporting.

(iii) USAID will evaluate the offeror's 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.

(iv) USAID will evaluate the offeror's customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems.

(v) USAID will evaluate the offeror's effective use of key personnel, including effectiveness and appropriateness of personnel for the job, and prompt and satisfactory changes in personnel when problems with clients were identified.

[The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant and/or more current.]

[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.]

[In cases where an offeror lacks relevant past performance history; or information on past performance is not available; or an offeror is a member of a class of offerors where there is a provision not to rate the class against a subfactor, then the offeror will not be evaluated favorably or unfavorably on past performance. The "neutral" rating provided to any offeror lacking relevant past performance history is at the contracting officer's discretion based on the past performance ratings for all other offerors. 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 past performance.]

**(2) Prime offerors who are not small business concerns will also be evaluated on their past performance in using small business (SB) concerns. [Note: This factor is only applicable to large businesses] (10 points)**

The evaluation will assess:

(i) the extent to which small business concerns participated in contracts relative to the size/value of the contracts;

(ii) the complexity and variety of the work small business concerns performed; and

(iii) compliance with the offeror's SB subcontracting plan or other similar small business incentive programs set out in the identified contract(s).

[A small business prime offeror will not be evaluated on its performance in using small business concerns. This subfactor is worth a possible 10 points out of a total possible point value of 100 for the technical proposals; thus the small business prime offeror's technical proposal will have a maximum of

90 possible points. If the small business was assigned a score of 80 points out of the 90 maximum possible points, its technical score for evaluation against the other offeror's 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.]

**M.3.5. SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGETS (5 points)**

[Note: This evaluation factor applies to all offerors (large and small). USAID will evaluate proposals in accordance with the following criteria for SDB participation. Within this criterion, the sub-criteria are considered of equal importance.

- (1) The extent to which SDB concerns are specifically identified;
- (2) The extent of commitment to use SDB concerns (firm commitments will be weighted more heavily);
- (3) The complexity and variety of the work SDB concerns are to perform; and
- (4) The extent of participation of SDB concerns in terms of the value of the total acquisition.

**M.4 COST/BUSINESS EVALUATION**

The Task Order 0001 Cost Proposal (Attachment J.7.) will serve as the basis for the cost evaluation. The proposed Cost Evaluation Matrix will be evaluated for cost realism and reasonableness.

**M.5 DETERMINATION OF COMPETITIVE RANGE**

- (1) 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.
- (2) 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.6 SOURCE SELECTION**

- (1) 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 whose proposal represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.
- (2) 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.

**-END OF SECTION M-**

## ATTACHMENTS

### ATTACHMENT J.1

#### IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

## 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.

ATTACHMENT J.2

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<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: <sup>4c</sup>	<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)

## 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 followup 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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.

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.3

DD 254 DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION  
SPECIFICATIONS (including Supplemental Security Guidance for  
Item 13)

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b>  <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b>			
				a. FACILITY CLEARANCE REQUIRED:			
				b. LEVEL OF SAFEGUARDING REQUIRED:			
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>				
a. PRIME CONTRACT NUMBER				a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YY,MM,DD)		
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.      Date (YY,MM,DD)		
c. SOLICITATION OR OTHER NUMBER		DUE DATE (YY,MM,DD)		c. FINAL <i>(Complete item 5 in all cases)</i>	Date (YY,MM,DD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO, If yes, complete the following Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO, If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of: _____							
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
7. SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
8. ACTUAL PERFORMANCE							
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT							
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY			
b. RESTRICTED DATA				b. RECEIVE CLASSIFIED DOCUMENTS ONLY			
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			
d. FORMERLY RESTRICTED DATA				d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY			
(1) Sensitive Compartmented Information (SCI)				f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			
(2) Non-SCI				g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			
i. SPECIAL ACCESS INFORMATION				h. REQUIRE A COMSEC ACCOUNT			
p. NATO INFORMATION				i. HAVE TEMPEST REQUIREMENTS			
h. FOREIGN GOVERNMENT INFORMATION				j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			
l. LIMITED DISSEMINATION INFORMATION				k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			
j. FOR OFFICIAL USE ONLY INFORMATION				l. OTHER <i>(Specify)</i>			
k. OTHER <i>(Specify)</i>							

**12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

DIRECT       THROUGH (*Specify*)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

**14. ADDITIONAL SECURITY.** Requirements, in addition to NISPOM requirements, are established for this contract. (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.*)  YES       NO

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (*If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more space is needed.*)  YES       NO

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE ( <i>Include Area Code</i> )
--------------------------------------	----------	---

d. ADDRESS (*Include Zip Code*)

**17. REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

e. SIGNATURE

**ATTACHMENT J.4**

**FREIGHT DELIVERY REQUEST FORM  
DIRECTIONS TO MOBILE SCANNING FACILITY**

**DIRECTIONS TO NEW FPS MOBILE SCANNING FACILITY  
12<sup>TH</sup> AND C STREETS, SW**

- FROM POINTS SOUTH:** Take I-95 to 395. Follow 395 (approximately 8 miles) until you cross the 14<sup>th</sup> Street Bridge into town. Take a right on C Street. Cross 12<sup>th</sup> Street and drive directly into mobile scanning facility.
- FROM POINTS WEST:** Take I-66 across the Roosevelt Bridge. Once across the bridge, follow signs for Constitution Avenue. Stay on and follow Constitution Avenue for approximately 10 blocks. Turn right on 14<sup>th</sup> Street. Cross Independence Avenue and take a left on C Street. Cross 12<sup>th</sup> Street and drive directly into mobile scanning facility.
- FROM POINTS NORTH:** Take 270 East to the Beltway (495 South). The sign will say 495 South/Richmond. Stay on 495 South for approximately 3-5 miles. Take the George Washington parkway (only goes one way). Follow the Parkway for approximately 12 miles and take the exit marked Roosevelt Bridge. This road turns into Constitution Avenue. Turn right on 14<sup>th</sup> Street. Cross Independence Avenue and take a left on C Street. Cross 12<sup>th</sup> Street and drive directly into mobile scanning facility.
- FROM POINTS EAST:** Follow 50 West to New York Avenue. Continue on New York Avenue until you come to 7<sup>th</sup> Street. Make a left on 7<sup>th</sup> Street and continue to Independence Avenue. Take a right on Independence and continue for three blocks to 12<sup>th</sup> Street. Take a left on 12<sup>th</sup> Street. Mobile scanning facility will be on your left at the corner of C Street.

**DIRECTIONS FROM NEW FPS MOBILE SCANNING  
TO RONALD REAGAN BUILDING**

- Exit mobile scanning on C Street.
- Take C Street to 14<sup>th</sup> Street and make a right.
- Cross Constitution Avenue. The Reagan Building loading dock will be on your right hand side in the middle of the block.

**FREIGHT DELIVERY REQUEST**

**TO :** RRBITC Loading Dock Manager  
Federal Protective Service

**FROM:** James Taylor, M/AS/FMD, Room B2.06D  
Fax No.: 202-216-3378

<b>FREIGHT DELIVERY COMPANY INFORMATION</b>			
Name of Freight Company making delivery	Phone No.		Date of Arrival
Freight Co. Contact Person	Fax No.		Estimated Time of Arrival
Driver's Name	Driver's License No. & State		Date of Birth
Alternate Driver's Name	Driver's License No. & State		Date of Birth
Vehicle Description (i.e., tractor trailer, etc)	Type	Make	Tag No.
	Length	Model	State
Description of material being delivered			
<b>OFFICE/BUREAU REQUESTING DELIVERY</b>			
Office/Bureau Contact Person	Phone No.		
	Fax No.		
<p><b>Deliveries to the Ronald Reagan Building, loading docks require 72 hour notice.</b></p> <p>All deliveries are subject to an off-site security inspection by the Federal Protective Service, located at the Washington Navy Yard, 3<sup>rd</sup> and M Streets SE, Washington DC 20407, prior to delivery to the RRB Loading Docks. All dock deliveries use the 14<sup>th</sup> Street South Entrance.</p>			
<b>PRIVACY ACT STATEMENT</b>			
<p>The following statement is required by the Privacy Act of 1974 (5 U.S.C. 522). Due to the events of September 11, 2001, security at the federal building housing USAID has been significantly increased. As such, it is necessary that Freight Companies planning to deliver goods and materials be aware of these additional security requirements. Failure to provide full information could result in the hampering of the delivery process. The information on this form is solely used for security purposes. No one other than the M/AS/FMD, ITC and FPS will have access to this form and information.</p>			

ATTACHMENT J.5

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.6 - PAST PERFORMANCE INFORMATION**

<b>CONTRACTOR PERFORMANCE REPORT - SHORT FORM</b>	
<b>PART I: Contract Information (to be completed by offeror)</b>	
1. Name of Contracting Entity:	
2. Contract Number:	
3. Contract Type:	
4. Contract Value (TEC): (if subcontract, subcontract value)	
5. Description of Work/Services:	
6. Problem: (if problems encountered on this contract, explain corrective action taken)	
7. Contacts: (Name, Telephone Number and E-mail address)	
7a. Contracting Officer:	
Phone Number:	
Email Address:	
7b. Technical Officer(CTO):	
Phone Number:	
Email Address:	
7c. Other:	
8. Offeror:	
9. Information Provided in Response to RFP No.:	

## ATTACHMENT J.7

### TASK ORDER 0001 COST PROPOSAL AND EVALUATION MATRIX

The following sets forth the process to be utilized for evaluation of proposed costs under this RFP.

**TASK ORDER 0001 NON-FIELD:** The offeror shall estimate all Task Order 0001 non-field costs. Costs shall be segregated by year. For cost estimation and evaluation purposes, the offeror shall assume a level of activity consistent with the current country coverage (see Attachment J.8, Section C).

- a) Non-Field labor consist of all direct labor (key personnel, non-key personnel, subcontractors and consultants) and must be consistent with the offeror's personnel policies and the proposed Contractor Employee Biographical Data Sheet submitted for each position. All labor costs proposed shall be fully supported in an appendix to this matrix. *The Remote Monitoring Coordinator as well as all other Key Personnel are non-field personnel.*
- b) Non-Field Other Direct Costs: All other direct costs associated with non-field activities shall be fully supported in an appendix to this matrix. (The facilities costs for the transition conference do not have to be budgeted as USAID will arrange for the conference facility outside of this contract).

**TASK ORDER 0001 FIELD COSTS:** USAID has projected the field direct costs for Task Order 0001 by using actual costs from the current FEWS NET contract. These plugged dollar amounts are provided as these costs are based on specialized field-based resources and historically have not varied from offeror to offeror. Task Order 0001 will be issued with an estimated based solely on the non-field costs. Task Order 0001 will be modified after contract and task order award to adjust the estimated cost to include field costs once the selected firm definitizes these field costs and submits and receives approval on the workplan required under section C.5.1 of the task order SOW (See Attachment J.8). **(All offerors shall insert into their cost proposal the direct cost plug figures provided below.)**

- a) **Field Personnel** (plug dollar amount is \$5,700,000 for Year 1 and \$5,800,000 for Year 2) - includes all labor and fringe costs for office-presence staff, and staff based in the field who conduct and/or support remote monitoring activities.
- b) **Field Travel** (plug dollar amount is \$1,300,000 for Year 1 and \$1,300,000 for Year 2) - includes travel costs for office-presence personnel and field-based remote monitoring personnel.
- c) **Field Other Direct Costs** (plug dollar amount is \$3,000,000 for Year 1 and \$3,000,000 for Year 2) - costs to lease, maintain, and operate FEWS Net presence offices (excluding vehicle purchases but including hardware, software, office furniture, and equipment).

**INDIRECTS:**

For evaluation purposes, only the prime offeror's proposed ceiling indirect costs allocated to these line items shall be utilized. **FOR IDIQ EVALUATION PURPOSES ONLY:** The Offeror shall average the proposed Year 1 and 2 ceiling rates and apply the average rate in their cost proposal.

The application of indirect cost line items in the budget proposal may be adjusted by the offeror pursuant to the application of indirect cost rates set forth in the prime offeror's NICRA.

**FEE:** The proposed fixed fee percentage in the IDIQ will be incorporated in the contract as the maximum fixed fee percentage allowed for all CPFF task orders, including Task Order 0001.

**NOTE:**

Task Order 0001 will be issued with an estimated cost **based solely on the non-field costs**. Task Order 0001 will be modified after contract and task order award to adjust the estimated cost to include the direct field costs once the selected firm definitizes these field costs and submits and receives approval on the work plan required under section C.5.1 of the task order SOW (See Attachment J.8).

**TASK ORDER 0001 COST PROPOSAL MATRIX**

**NON-FIELD COSTS**

	<u>Year 1</u>	<u>Year 2</u>
A. Labor - Non-Field	\$ _____	\$ _____
B. Fringe Benefits for Non-Field:	\$ _____	\$ _____
C. Non-Field Other Direct Costs (other than travel below)	\$ _____	\$ _____
D. Travel (including allowances)	\$ " <u>140,000</u> "	\$ " <u>143,000</u> "
E. Indirect costs for Line A	\$ _____	\$ _____
F. Indirect Costs for Line B	\$ _____	\$ _____
G. Indirect Costs for Line C	\$ _____	\$ _____
H. Indirect Costs for Line D	\$ _____	\$ _____

**FIELD COSTS**

I. Personnel Salaries:	\$ " <u>5,700,000</u> "	\$ " <u>5,800,000</u> "
J. Travel (including allowances)	\$ " <u>1,300,000</u> "	\$ " <u>1,300,000</u> "
K. Other Direct Costs:	\$ " <u>3,000,000</u> "	\$ " <u>3,000,000</u> "

**Indirect Costs**

L. Indirect Costs for Line I:	\$ _____	\$ _____
M. Indirect Costs for Line J:	\$ _____	\$ _____
N. Indirect Costs for Line K:	\$ _____	\$ _____

Total Estimated Cost:	\$ _____	\$ _____
Fixed Fee:	\$ _____	\$ _____
Total Cost Plus Fixed Fee:	\$ _____	\$ _____
<b>Illustrative TO 0001 BUDGET (by Yr):</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Illustrative TO 0001 BUDGET (2 Year Total):</b>		<b>\$ _____</b>