

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 125	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-OAA-11-000020	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/20/2011	6. REQUISITION/PURCHASE NUMBER REQ-GH-11-000008
7. ISSUED BY M/OAA/GH/HSR		CODE M/GH/HSR	8. ADDRESS OFFER TO (If other than Item 7) Kate Bryant, Contracting Officer USAID, M/OAA/GH/HSR SA-44, 549-U, 1300 Pennsylvania Ave NW Washington, DC 20523		

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1400 LT local time 05/19/2011
(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 Kathlyn Bryant	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS kbryant@usaid.gov
		AREA CODE 202	NUMBER 567-5007	EXT.	

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <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) Bruce Baltas		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.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
SOL-OAA-11-000020

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Questions must be submitted via email only. Telephone inquiries will not be responded to. TASC4 IQC for Latin America and the Caribbean, \$100,000,000. SB Plan: YES				



Issuance Date: April 20, 2011
Closing Date: May 19, 2011
Closing Time: 2:00 PM Local Time

Subject: Request for Proposals (RFP) No. SOL-OAA-11-000020
Technical Assistance Support Contract Four – LATIN AMERICA/CARIBBEAN
(TASC4 – LATIN AMERICA)

The United States Agency for International Development (USAID) is seeking proposals to provide Technical Assistance and Support for the Latin America/Caribbean Region (TASC4 – LATIN AMERICA) for USAID's Office of Global Health, Health Infectious Diseases and Nutrition (HIDN) as described in the attached Request for Proposals (RFP). USAID anticipates the award of up to six (6) five-year Indefinite Delivery, Indefinite Quantity Contracts (IDIQ). Two of the contracts are set aside for award to small business concerns.

Task orders with a total estimated cost of \$1 million or less will be set-aside for small businesses unless the Task Order Contracting Officer determines that one of the fair opportunity exceptions applies.

USAID anticipates that the maximum aggregate ordering limitation for the contracts resulting from this RFP will be \$100 million over the 5-year ordering period. The maximum aggregate dollar value of task orders awarded to all contractors cannot exceed this contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees. There is no guarantee on the number of task orders that the successful contractors will receive or the amount of money beyond the minimum order guarantee set forth in the RFP.

Please refer to Section L for information regarding proposal requirements. Offerors should take into account the expected delivery time required by the proposal transmission method they choose, and they are responsible to ensure that proposals are received at USAID by the due date and time as specified in Section L.6. Failure to comply with the submission date will deem any submission unacceptable and it will not be reviewed or evaluated. Faxed proposals are not acceptable, nor will they be reviewed or evaluated.

Section L of the RFP sets forth all instructions for the preparation and submission of required proposal contents, including critical dates/times for submission of questions, proposal submission closing date and time. Section M states the criteria by which proposals will be evaluated. Oral explanations or instructions given before award of the Contract will not be binding.

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. Award of a Contract under this RFP is subject to availability of funds and other internal USAID approvals.

RFP: SOL-OAA-11-000020
TASC4 – LATIN AMERICA/CARIBBEAN

This RFP can be viewed and downloaded from the Internet at Worldwide Web address 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,

/s/

Bruce Baltas
Contracting Officer, USAID

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this Contract is to provide services to missions and Bureaus to meet broad-based or specific population, health, infectious disease and nutrition support requirements. 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 a multiple award IDIQ contract. The Government will issue Task Orders that are Cost-Plus-Fixed Fee (Completion or LOE) (CPFF) or Firm Fixed Price (FFP). The Contractor must perform the services set forth in Task Orders at prices consistent with Section B of this Contract.

B.3 MINIMUM OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds in the amount of \$25,000 to cover the minimum order guarantee. USAID is required to order and the Contractor is required to furnish the minimum order amount of work.

Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order. The initial obligation will be applied towards the first task order awarded under this contract.

B.4 MAXIMUM CONTRACT CEILING

The maximum aggregate ordering limitation for contracts resulting from this RFP will be \$100 million over the 5-year ordering period. The maximum aggregate dollar value of task orders awarded to Contractors cannot exceed this ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

B.5 ESTIMATED COST 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 or B.8 of 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, A-21 (for universities), and A-122 (non-profit).

(b) **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 the fixed fee that directly

corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

- (i) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work 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.
- (ii) Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty five percent (85%) of the total fixed fee.

B.6 INDIRECT 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:

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/

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

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

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

Note 2: While Subcontractor indirect cost rates are not incorporated above, subcontractor indirect cost rates as indicated in Note 1 above may be included in task order proposals, and are subject to approval of the TOCO in accordance with FAR 52.244-2, Subcontracts.

B.7 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

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

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/

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

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

- (b) The Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform to the lower rates.
- (c) This advance understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.
- (d) The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer and OAA/CAS.
- (e) This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.
- (f) The distribution base for establishment of final overhead rates is ----- . The distribution base for establishment of final G&A rates is ----- .

NOTE: Small Business Concerns – The TOCO shall determine a fair and reasonable indirect cost rate ceiling for each task order awarded to a small business that does not have an established NICRA.

B.8 CEILINGS ON FIXED FEE

- (a) For each 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) The fixed fee for any subcontractor not listed above, whether a new subcontractor approved by the IDIQ Contracting Officer or TOCO or included as a non-major subcontractor in the contractor's original teaming arrangement, shall not exceed the prime contractor's IDIQ fee ceiling.
- (c) The Total Estimated Cost plus Fixed Fee for each Task Order must be negotiated in accordance with the terms of the IDIQ Contract. Small Business Concerns: The TOCO shall determine a fair and reasonable indirect cost rate ceiling for each task order awarded to a small business that does not have an established NICRA.

B.9 LABOR

- (a) Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (July 2007), the full text of which is in Section H.

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

The Contracting Officer has determined that a key (full-time) technical manager is not necessary or required to administer the basic IDIQ. Contractors will not be authorized to bill USAID directly for IDIQ management costs under this IDIQ or under task orders. Contractors shall propose a centralized management structure that allows for recovery of IDIQ management costs as part of its indirect costs.

- (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).*
- (d) Salary Approval: Acceptance of the Contractor labor rates presented during IDIQ or task order negotiation does not constitute approval of final salary rates above the Contractor Salary Threshold (CST). (See ADS 302.3.6.10.) All TOCOs will comply with the approval requirements in ADS 302. See section H.9 and H.10 for guidance regarding approvals.
- (e) Labor Categories: The Contractor shall furnish personnel with the necessary education, training and/or relevant experience, as specified in the task orders to be issued under this contract. Task order proposals must justify proposed rates to the satisfaction of the TOCO.
- (f) Locally Hired National Personnel or Other Non-U.S. Expatriates
 - (1) Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs) who are working in the United States or are legal residents of the United States at the time they are hired for a task order, must be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the

United States. The U.S. labor rates may be applied to TCNs and CCNs conforming to this regulatory provision.

- (2) Salaries for locally-hired personnel and other non-U.S. labor under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and should be based upon a combination of factors including prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education, work experience and recent relevant salary history.
- (3) Unless otherwise authorized by the Mission Director, the compensation for CCN and TCN labor shall not exceed the Mission's Local Compensation Plan and shall be paid in the currency of the cooperating country.

B.10 OTHER DIRECT COSTS – MATERIALS (CPFF ONLY)

- (a) In addition to direct labor, other direct costs necessary for the performance of the work under task orders, such as travel and transportation, lodging and subsistence expenses, and allowances may be authorized by the task order.
- (b) The Contracting Officer determines which other direct costs are allowable, allocable, and fair and reasonable in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations or FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations). For those other direct costs the TOCO authorizes, the Contractors are allowed to recover applicable indirect costs on these costs, if doing so is part of the Contractor's usual accounting procedures, consistent with the applicable cost principles, and are included in the Contractor's Negotiated Indirect Cost Rate Agreement.

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 contractors' 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, the TOCO must state in the task order the firm-fixed-price, which shall be 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.
 - (1) 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 governed by other clauses (differing site conditions, etc.).

- (2) Cost reimbursable line items may be allowed in Firm-Fixed Price task orders for elements of the task order that cannot be reasonably estimated.
- (c) 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 TOCO 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/ STATEMENT OF WORK

C.1 BACKGROUND AND RATIONALE

(a) BACKGROUND

The original **TASC I IDIQ** was awarded in 1998 under the Child Health Results Package (CHRP) authorization (936-3096). TASC became a successful and popular contracting mechanism within the Global Health Bureau as well as with USAID Missions in the field. It proved to be an effective and efficient means of delivering in-country services to Missions. In FY 2001, it was determined that the CHRP authorization structure would be too restrictive for TASC2 to meet expected demand created by new Agency funding in HIV/AIDS and infectious diseases.

TASC2 was moved into its own Activity Authorization Document (936-3106) and expanded to a Bureau-wide activity, thereby including Population and Reproductive Health, HIV/AIDS, and infectious disease activities in addition to its existing TASC I objectives. Three sectors of contracts were awarded under TASC2: Global Health; Tuberculosis, and Media/ Communications.

TASC3 consisted of two sectors. It continued the efforts of the TASC2 “Global Health” sector with a total of 15 contractors. The second sector awarded 5 contractors for operations and applied research in HIV/AIDS. (Operations and applied research in other health and disease areas fell under the Global Health sector.)

TASC4 will continue the efforts of the TASC3 Global Health sector with up to 18 contractors in 3 regions, and up to 6 small business contractors in a separate but linked IDIQ for Information and Knowledge Management. This RFP is for the Latin America/Caribbean region only, hereinafter referred to as TASC4 – Latin America.

(b) RATIONALE

For 40 years, USAID has worked to improve the quality of life for millions of people around the world through its global programs in family planning and reproductive health, infectious disease prevention and control, child survival, maternal health, and other life-saving areas. In FY 2007, the US Department of State and USAID established the Foreign Assistance Standardized Program Structure that included the goal to “*Help nations achieve sustainable improvements in the well-being and productivity of their populations through effective and accountable investments in education, health, and other social services.*” The Foreign Assistance Framework was updated in FY 2010 to include a new Element, Nutrition. In support of the Agency's goal, the Global Health Bureau (GH) operates under the following **nine Program Elements** of the Investing in People program area (http://www.usaid.gov/policy/afr07/app_01.html):

1. Reduce the transmission and impact of HIV/AIDS through support for prevention, care and treatment programs;

2. Reduce the number of deaths caused by TB by increasing detection of cases of TB and by successfully treating detected cases, as well as addressing issues of multi-drug resistant TB, TB and HIV, and investing in new tools for TB;
3. Support the implementation of the President's Malaria Initiative (PMI), related malaria control programs, and malaria research activities to reduce malaria-related mortality. Develop effective malaria vaccines, new malaria treatment drugs, and targeted operations research;
4. Limit the spread of avian influenza (AI) in animals and help to prevent a human influenza pandemic, and in the event of a pandemic, provide appropriate humanitarian response;
5. Address public health threats posed by infectious diseases not targeted elsewhere in the Framework as well as significant non-communicable health threats of major public health importance;
6. Increase the availability and use of proven life-saving interventions that address the major killers of mothers and children and improve their health status, including effective maternity care and management of obstetric complications; prevention services including newborn care, routine immunization, polio eradication, safe water and hygiene; and treatment of life-threatening childhood illnesses;
7. Expand access to high-quality voluntary family planning (FP) services and information, and reproductive health (RH) care. This element contributes to reducing unintended pregnancy and promoting healthy reproductive behaviors of men and women, reducing abortion, and reducing maternal and child mortality and morbidity;
8. Ensure broadly accessible, reliable and economically sustainable water and sanitation services for health, security, and prosperity;
9. Increase availability and use of proven nutrition interventions to reduce mortality, morbidity, and food insecurity, including nutrition education to improve maternal diets, nutrition during pregnancy, exclusive breastfeeding, and infant and young child feeding practices; fortified or biofortified staple foods, specialized food products, and community gardens to improve consumption of quality food; and delivery of nutrition services including micronutrient supplementation and community management of acute malnutrition. Strengthen host country capacity by advancing supportive nutrition and food security policies and improving nutrition information systems.

In addition, the Global Health Bureau also addresses environmental health issues such as indoor air quality, medical waste management, toxic substance exposure, and outdoor air pollution.

TASC4 is designed to meet the need for cost-effective short- and long-term support to Missions and other Bureaus in the areas of population, health, nutrition, and infectious diseases by offering operating units the flexibility to procure customized services and the ability to operate quickly in emerging and expanding health initiatives.

TASC4 will be comprised of four separate IDIQs, three regional and one technical. The regional IDIQs, which will cover Africa, Europe and Asia, and Latin America, will have scopes almost identical to those in the previous iterations of the TASC mechanism for global health.

USAID anticipates awarding up to approximately 6 contracts in the Global Health sector to meet the Agency’s programmatic needs in Child Health, Maternal Health and Nutrition, Population, HIV/AIDS, and Infectious Diseases for this RFP. USAID welcomes submissions from consortia for these areas with the understanding that no one Offeror is able to provide services to meet the Agency’s full needs in the entire range of areas included in this contract.

Anticipated

<u>No.of Awards.</u>	<u>Award Sector</u>	<u>Type of Award</u>
Up to four (4)	Latin America	Unrestricted
Two (2)	Latin America	Small Business Set-Aside
Total number of awards: up to 6		

USAID is actively seeking to increase the numbers of new contractors participating under the TASC4 – LATIN AMERICA mechanism as prime contractors or as subcontractors that are able to implement high quality task orders.

C.2 PURPOSE OF TASC4 – LATIN AMERICA

The purpose of TASC4 - LATIN AMERICA is to establish a world-wide mechanism to contribute to improvements in the health of people, especially women, children and other vulnerable populations in countries of the developing world, through expansion of basic health services, including family planning, strengthening national health systems, and addressing global issues and special concerns such as HIV/AIDS and other infectious diseases (program area 3.1, Investing in People-Health, of the Framework for Foreign Assistance, http://www.usaid.gov/policy/af07/app_01.html). TASC4 - LATIN AMERICA will continue and expand the worldwide mechanism established by the original TASC IDIQ and the subsequent TASC2 and TASC3 IDIQs. TASC4 - LATIN AMERICA shall provide the Agency with cost-effective access to technical expertise and implementation support to meet evolving USAID needs efficiently and in a cost effective manner to implement activities. TASC4 - LATIN AMERICA is a major tool contributing to achievement of the goals of Investing in People – Health, Program Areas 3.1 of the Framework, as stated above.

a. TASC4 - LATIN AMERICA’s six (6) objectives:

- (1) Provide USAID with access to technical expertise and implementation support in areas of population, health, nutrition, and infectious diseases, including HIV/AIDS in support of Mission and USAID/Washington programs;

- (2) Customize technical consultations and program support to meet evolving USAID needs;
- (3) Provide specialized services and expert assistance to programs that integrate multiple Elements and sectors;
- (4) Reduce procurement time for Missions and Bureaus;
- (5) Provide a mechanism to allow Missions with reduced management and procurement capacity to implement activities;
- (6) Allow USAID/Washington to assist USAID’s “non-presence” countries (countries without a USAID Mission) and to work with regions and worldwide.

Task orders awarded under the TASC4 – LATIN AMERICA IDIQ will follow the principles of the Global Health Initiative by promoting the following:

- (1) Women-centered approach
- (2) Increasing impact by improving strategic integration and coordination: relevance/buy-in/complementarily w/ USG partners
- (3) Strengthened partnership with multilaterals
- (4) Developing country partnerships: Country ownership/responsiveness to country priorities/enhanced country partnership: challenge of coordinating TA SWAps/IHP+ move from supply-driven to demand-driven; country involvement in needs ID, contract design, oversight
- (5) Increasing sustainability through health system strengthening (use/strengthening of country capacity)
- (6) Improving metrics, monitoring and evaluation/involvement of countries in evaluation/ accountabilities to countries as well as to Mission
- (7) Leading the way in R&D and innovation; promote innovation, best practices; dissemination/scale-up; support of in-country capacity to lead R&D

b. In pursuit of its goal, TASC4 - LATIN AMERICA will produce the following outputs:

- (1) Engage in long-term, in-country coordination and implementation of population, health, nutrition and infectious diseases activities;
- (2) Provide short-term technical consultations and program implementation support;

- (3) Disseminate information through seminars, workshops, conferences, and working papers;
- (4) Increase capacity of host-country decision-makers and technical personnel to design and implement population, health, nutrition, and infectious diseases interventions;
- (5) Augment technical and programmatic capacity available to USAID/Washington and Missions, and
- (6) Conduct and/or oversee implementation of operations, applied research, and research and development activities.

C.3 SCOPE OF WORK

GENERAL

As requested under individual task orders, all contractors selected for TASC4 - LATIN AMERICA shall provide population, health, nutrition and infectious disease services to USAID Missions, the Global Health Bureau, and other USAID Bureaus and operating units. Through TASC4 - LATIN AMERICA, the Contractor also shall provide, as requested by Missions and other operating units, long- or short-term programmatic support and technical services to host country institutions (both governmental and non-governmental) to achieve the operating unit's population, health, nutrition, and infectious disease objectives. Task orders issued by the requesting USAID operating unit will define the precise specifications and activity requirements.

a. CONTRACTOR'S ROLES

TASC4 - LATIN AMERICA will provide a technical resource mechanism from which Missions and Bureaus may draw to meet broad-based or specific population, health, infectious disease, and nutrition support requirements. Based on task order requirements, Global Health Sector contractors may be expected to promote increased use of PHN services through service provision at the community, district, or national levels for delivery of services at all possible levels of a country's health system. Requests may also include, but are not limited to: policy reform, behavior change, monitoring and evaluation, system strengthening, capacity building, and commodity system management and development. Historically, Latin American/Caribbean Missions have used the TASC mechanism to develop programs of work that strengthen health systems and improve health practices, often focusing on HIV/AIDS and Most At-Risk Populations, family planning, and malaria.

b. DESCRIPTION OF FUNCTIONAL ACTIVITIES AND TASKS

The anticipated means for achieving results under TASC4 - LATIN AMERICA will be through separately awarded task orders. When a task order is placed under this contract, the Contractor shall be required to perform the functions and tasks within the framework of that task order. Contractor performance shall be evaluated against the performance indicators established in each task order.

The components to be addressed and specific activities to be performed under this IDIQ will be defined in individual task orders, but may include:

Global Health Functional Areas:

Illustrative Global Health sector activities that TASC4 - LATIN AMERICA Contractors are likely to be requested to perform are:

1. Service Delivery
 - Provide state-of-the-art technical assistance to host governments or NGOs on improved service delivery programs and ways to increase access to services, applying lessons learned from other countries.
 - Design, in collaboration with local partners, service delivery interventions that will deliver improved results.
 - Coordinate and facilitate capacity-building programs in relevant technical areas.
 - Support implementation of chosen interventions.
 - Provide technical support to establish community or facility-based programs.
2. Health Policy Reform
 - Provide short and long term technical assistance to review and assess existing policies that may impede the success of PHN programs while also presenting policy data for decision making within various scenarios.
 - Provide long-term advisors or teams to work with host country counterparts to draft appropriate policies to enhance the implementation and impact of PHN programs.
 - Facilitate and promote policy dialogue through various forums, including conferences and meetings.
3. Community Mobilization and Individual Behavior Change
 - Advise target groups on evidence-based behavior change activities and programs;
 - Design and implement, in collaboration with local partners;
 - Behavior change interventions that lead to measurable impact and results;
 - Coordinate and facilitate capacity-building programs for behavior change in health;
 - Ensure Gender Considerations: The ability to identify and address gender constraints is an important element in the design of appropriate and sustainable programs. The cultural norms and values associated with being male or female

can affect access to health, nutrition and infectious disease services. As mentioned in the purpose section and as one of the principles of the Global Health Initiative, the contractor will be expected to implement approaches to ensure a women-centered approach to improve equality of services for women and men.

4. Monitoring and Evaluation

- Prepare assessments of existing activities that influence demand for services or household or community behaviors that affect PHN programs, including HIV/AIDS.
- Conduct analyses and prepare assessments at all levels of existing service delivery activities.
- Provide on-going monitoring and evaluation for specific programs and activities.

5. Capacity Building

- Increase technical skills and capability among in-country providers via short and long term training programs.
- Design and or implement knowledge transfer to local in-country institutions.

6. Commodities System Management

- Conduct assessments of inventory management and warehouse information systems, identifying strategies for improvement, including recommending feasible computerized approaches based on system readiness.
- Provide training to improve drug management capacity particularly at the lower levels of decentralized health systems, utilizing approaches that build the skills needed to address operational problems.
- Assess warehousing and distribution systems and identify cost effective approaches that may include employing the private sector in lieu of exclusively relying on the public sector system.
- Conduct analyses of expenditures for drug purchases to assess the relevance of drug selection decisions with regard to health priorities and potential health impact.

C.4 MONITORING AND EVALUATION PLAN

Evaluation under TASC4 will focus on three tiers of responsibilities and accountabilities. The Global Health Bureau will be responsible for administering the contract in a manner that will lead to the following expected results:

- Improved access to technical expertise and implementation support
- Efficiency/reduced administrative costs paid by Missions and USAID centrally
- Reduced procurement time for Missions and Bureau
- Availability of management and procurement capacity to reduced capacity Missions
- Fairness/transparency of process
- Quality/capacities of prequalified firms

- Economies of scale
- Improved access to/utilization of relevant knowledge

This will be the basis for a GH-funded evaluation of the TASC4 - LATIN AMERICA mechanism to take place 18 months before its closing.

Missions and offices executing Task Orders of TASC4 - LATIN AMERICA will be responsible for the design and award of task orders, their oversight and evaluation to achieve the following results:

- **Relevance:** to the country's overall strategy and objectives and to USG's strategy and objectives in the country, including responsiveness to the GHI principles (country ownership, integration across USG efforts, a women-centered approach, strengthened partnership with multilaterals, developing country partnerships, increased sustainability through health system strengthening, improving metrics, monitoring, and evaluation, and promotion of R&D and innovation)
- **Efficacy:** extent to which targets and objectives set out in individual contracts are achieved, and the extent to which contract outcomes contribute to the achievement of country and USG targets and objectives
- **Efficiency:** value of contracts for money; performance of Mission in contract design, negotiation, oversight/quality control, evaluation.

The Contractor should plan, implement, and document a monitoring and evaluation component which will establish the effectiveness of the activity. Core indicators will be specified in individual task orders, and contractors will be responsible for the results specified in the task order and for assuring in so doing that they meet the same criteria specified above;

- **Relevance:** to the country's overall strategy and objectives and to USG's strategy and objectives in the country, including responsiveness to the GHI principles (country ownership, integration across USG efforts, a women-centered approach, strengthened partnership with multilaterals, developing country partnerships, increased sustainability through health system strengthening, improving metrics, monitoring, and evaluation, and promotion of R&D and innovation)
- **Efficacy:** extent to which targets and objectives set out in individual contracts are achieved, and the extent to which contract outcomes contribute to the achievement of country and USG targets and objectives
- **Efficiency:** value of contracts for money; performance of Mission in contract design, negotiation, oversight/quality control, evaluation.

C.5 CONTRACT MANAGEMENT ELEMENTS

a. CONTRACT MANAGEMENT

The primary point-of-contact for individual task orders is the designated Task Order Contracting Officer Technical Representative (TO COTR). The primary

point-of-contact for each awarded TASC4 - LATIN AMERICA IDIQ is the Global Health Bureau COTR (GH COTR), who will be assisted by Technical Advisors and/or other staff from the participating GH Offices.

b. CONTRACTOR STAFFING

The Contractor shall provide the necessary combination of permanent staff and consultants, office space and equipment to carry out the each awarded task order issued under this mechanism. The Contractor will provide staff and consultants with the specified expertise, availability, language proficiencies, and experience for each task order issued under this IDIQ. The contractor shall provide all necessary logistical support, including travel arrangements (with required USAID clearances), computer support, team-planning facilitation, and report editing and dissemination.

c. MANAGEMENT OF TASK ORDER SUB-GRANTS UNDER CONTRACT (GUCs)

When the Head of the Contracting Activity (HCA) provides written approval, along with clearance from the cognizant GC or RLA and the CO, the Contracting Officer may permit the contractor to execute grants of up to \$100,000 with U.S. nongovernmental organizations (not-for-profits or for-profits), providing conditions in ADS 302.3.4.8 are met. GUCs provided to non-U.S. nongovernmental organizations are not subject to this dollar value limitation. The size of sub-grants issued under individual task order contracts is limited per USAID ADS 302.

d. SEQUENCING OF SUPPORT

After IDIQ contract award, the contract may also be tasked (via task orders) with support for global health sectors funded by other US Government Agencies and/or donor entities, using cost-type or fixed price Task Orders. The ceiling(s) shall remain unchanged unless modified in writing by the CO.

e. PERFORMANCE MONITORING

Operating units that award task order contracts under this IDIQ will determine indicators and targets and monitor the results of these task orders. The TASC4 - LATIN AMERICA IDIQ COTR in the Global Health Bureau will monitor the types and cost levels of task orders issued under the IDIQ.

[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

Program Name: Technical Assistance Support Contract, Four – Latin America, (TASC4 – LATIN AMERICA)

Branding: The branding shall incorporate the message that “This assistance is from the American People” sponsored by USAID.

Positioning on materials and communications: USAID policy requires exclusive branding and marking in USAID direct acquisitions. Contractor is required to use USAID identity on any program-related deliverables, commodities or communication to be produced and delivered under this contract. Contractor and subcontractor’s corporate identities are prohibited on all program materials. Marking is not required on contractor vehicles, offices, and office supplies or other commodities used solely for administration of this contract.

Desired Level of Visibility: USAID identity must be prominently displayed on: commodities or equipment; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and promotional and informational products; events and grants under contracts financed by USAID. Visibility for the program is a very important segment of the project implementation and is essential for the success of the TASC4 – Latin America program.

Exceptions: Exceptions and waivers to USAID marking requirements may be granted in accordance with ADS 320.3.2.5 Exceptions to Contract Marking Requirements and ADS 320.3.2.6 waivers to Contract Marking Requirements.

Other organizations to be acknowledged: Where appropriate and applicable, the branding may acknowledge the cooperation and participation of other organizations deemed as partners of an event or deliverable.

All branding must comply with the standardized USAID regulations on branding. All branding for USAID, its partners, and other USG and non-USG entities engaged in a specific activity implemented under this task order, must have equal representation on all public or internal documentation, publications, advertising, presentations, brochures, etc.

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

The contractor shall comply with, and all contract deliverables shall be marked with the USAID identity following the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy.

D.3 BRANDING, IMPLEMENTATION AND MARKING PLAN

The Contractor will adhere to all USAID policy directives and required procedures on branding and marking of USAID-funded programs, projects, activities, public communications, and commodities with the USAID “Standard Graphic Identity” (or “USAID Identity”) as specified in ADS 320 (effective 05/05/2009) and the Graphic Standards Manual (GSM).

- (a) In accordance with ADS 320.3.2.1, the Branding Strategy (BS) is a part of the contract requirements. Contracting Officers must ensure that USAID contract solicitations include a Branding Strategy and therefore offerors are instructed to prepare a Branding Implementation Plan (BIP) and Marking Plan (MP) to implement the Branding Strategy for TASC4 – LATIN AMERICA (unless directed otherwise in a specific Task Order). Contractor shall submit Branding Implementation Plan with proposal. The standard forms for the BRANDING AND MARKING TEMPLATES are located at: <http://www.usaid.gov/branding/>.
- (b) Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.
- (c) Each request for Task Order proposal (RFTOP) under this IDIQ shall request a program-specific BIP and MP. For each Task Order, the contractor shall develop a detailed Branding

Implementation Plan (BIP) and Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns or if the marking shall have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in a TO, the Contractor shall clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the Contractor is acting as USAID's agent.

D.4 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the policy directives and required procedures outlined in USAID Automated Directive System (ADS) Chapter 320.3.2 “Branding and Marking in USAID Direct Contracting (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual available at <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 Provisions and/or 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 RFP. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE ALTERNATE I – (JUL 1985)	AUG 1996
52.246-3	INSPECTION OF SUPPLIES—COST REIMBURSEMENT	MAY 2001
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	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 deliverables required by the basic IDIQ.

COTRs may also be designated for a specific task order. If so, the task order COTR (TO 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 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.211-11	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000
52.242-15	STOP-WORK ORDER ALTERNATE I (AUG 1989) ALTERNATE I – (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT	FEB 1999
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FUNISHED PROPERTY	JUNE 2003

F.2 PERIOD OF PERFORMANCE

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

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 of the IDIQ. Second, a TOCO may not award a Task Order for a period of performance that extends more than five (5) years into the future at the time the order is either awarded or extended by modification.

F.3 PLACE OF PERFORMANCE

Place of Performance of this Contract and Task Orders issued hereunder shall be as specified in the Task Orders.

F.4 PERFORMANCE MONITORING AND STANDARDS

Evaluation of the contractor's performance shall be conducted for each Task Order in accordance with the performance standards set forth in the Task Orders and will be conducted jointly by the TOCOTR and the TO CO, and shall form the basis of the contractor's permanent performance record with regard to this Contract as required in FAR Part 42.15 and AIDAR 742.15. Missions and Bureaus that award task order contracts under this IDIQ are responsible for overseeing the results of these task orders through Mission and Bureau monitoring mechanisms. Deliverables are specified in Section F.5.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections C, I and J, and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit required deliverables or outputs as specified in individual task orders to the COTR specified in Section G with a copy to the Contracting Officer. Illustrative reports for task orders include, but are not limited to:

(I) IDIQ Reporting Requirements

(A) Contents of Periodic Progress Reports

(1) Performance Monitoring Reports (PMRs). The contractor shall submit performance reports summarizing progress of the major activities in process during the period in relation to the requirements of the Contract, indicating any problems encountered, and proposing remedial actions as appropriate. 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/bureaucratic constraints to the contractor's optimal performance; an update of which will be used as part of future award evaluations.

(2) Contract Financial Report. The contractor shall provide to the IDIQ COTR a concise quarterly report within 30 days of the three-month periods ending on March 31, June 30, September 30, and December 31. The report shall include the following:

- a. Notification of New Task Orders. To include the following:
 - i. Task order number
 - ii. Title
 - iii. Statement of Work / Activity Description
 - iv. Mission/Bureau contracting the task order
 - v. Period of performance
 - vi. Contracting Officer
 - vii. COTR
 - viii. Ceiling Price
 - ix. Initial Obligated Amount
 - x. Small and Disadvantaged Business participation.
- b. Modifications to Existing Task Orders. To include a short description of any of the following changes to existing task orders:
 - xi. Incremental funding
 - xii. Time extension
 - xiii. Change of CO and/or COTR
 - xiv. Completion of work

- xv. Changes to statement of work
- xvi. Change in budget

(B) The above reports shall be submitted within 30 days of the six-month periods (semi-annual) ending on March 31 and September 30.

(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 should be responsible for attending, at a minimum, semi-annual meetings with the COTR, and possibly more frequently if deemed by the IDIQ COTR. USAID will develop a meeting schedule with the contractor during the start-up phase of the project.

(G) Reports

(1) The cover page of all deliverables required hereunder shall include the USAID Identity (or the name of the Agency written out) prominently displayed, the Contract number (see the cover page of this Contract), contractor name, name of the USAID project office, 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/internet number of the person submitting the materials.

(2) 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).

(3) Electronic formats shall be submitted with the following descriptive information:

- a. Operating system format, compatible with USAID systems

- b. Name of application software used to create the files on the diskette or CD-ROM, e.g., Microsoft Word 2003;
- c. The format for any graphic and/or image files included, e.g., TIFF-compatible; and
- d. Any other necessary information, e.g., special backup or data compression routines/software used for storing/retrieving submitted data.

(H) Distribution to COTR and Briefing

(1) Distribution of Task Orders to Basic Contract IDIQ COTR. One copy of each new Task Order issued under this IDIQ must be forwarded to the USAID/W COTR within one week of receipt by the contractor.

(2) Briefings. Prior to completion of each Task Order or departure from post, if overseas (whichever is earlier), contractor personnel shall provide a written brief to the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the Contracting Officer's Technical Representative (COTR) for this Contract, contractor personnel will provide a written brief to the USAID/W COTR upon return from each assignment and attach copies of all documents or products generated under individual Task Orders.

(II) Task Order Reporting

Some or all of the following reports may be required in each Task Order:

Note: This is not a requirement at the IDIQ level but will be incorporated at the TO level.

Annual Report

The Contractor will provide to USAID, a concise annual report within 30 days of the end of each 12-month period following the issuance of this Task Order. This will include progress of major activities, problems encountered and proposed remedial actions. Depending on the timing of the award of the Task Order, this could be instead of the fourth quarterly report but must cover the topics/format of the quarterly report at a minimum. USAID will develop a reporting schedule with the contractor during the start-up phase of the project to provide final guidance on this. The Annual Report shall also include information on the issuance and monitoring Grants under Contracts (GUCs) programs as included in the respective task orders.

Semi-Annual Report

The Contractor will provide to USAID, a concise, semi-annual report six months and eighteen months after the award of the Task Order. Precise due dates will be clarified after the award, but the reports will have to be due two weeks before the USAID quarterly reports are due to Washington, which is on March 31, June 30, September 30, and December 31. This report will summarize the country situation; program highlights, achievements, and

major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and proposed remedial actions. Depending on the timing of the award, this report could be instead of the quarterly report. USAID will develop a reporting schedule with the contractor during the start-up phase of the project to provide final guidance on this.

Quarterly Report

The Contractor will provide to USAID, a concise quarterly report on or before March 15, June 15, September 15, and December 15 of each year following the issuance of this Task Order. This will summarize the country situation; program highlights, achievements, and major activities; budget information (including amounts obligated, Contractor funds obligated to program and grant activities, and funds disbursed); summary of grant implementation and appraisal; problems encountered and proposed remedial actions. Depending on the timing of the award of the Task Order, this could be instead of the monthly report for that month. USAID will develop a reporting schedule with the contractor during the start-up phase of the project to provide final guidance on this. Contractor if required under the task order shall report on subcontractor progress as appropriate.

Monthly Report

The Contractor will provide to USAID, a concise monthly report on or before the 20th of each month following the issuance of this Task Order. This will summarize program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and proposed remedial actions.

Final Report

The Contractor will provide to USAID a concise, final report within one month of the completion of this Task Order. Depending on the timing of this report, it could take the place of the quarterly report and/or monthly report, but this will be determined by USAID once a reporting schedule is created with the contractor during the start-up phase. This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified.

Success Stories

Approximately four per month draft one-page success stories to be submitted to the TOCOTR through the USAID Country Representative. The Contractor will each month provide up to four one-page summary accounts of notable activities, according to specifications provided by USAID.

Foreign Assistance Reporting

The Contractor will provide indicator and other information as needed for reporting under the relevant foreign assistance objectives, areas and elements.

Accrual Reports

The Contractor will submit an estimated accrual report to the cognizant technical office for the Task Order noting:

- (1) Total amount obligated,
- (2) Total amount invoiced for,
- (3) Total amount expended but not yet invoiced for,
- (4) Remaining unexpended funds.

The Contractor shall submit these reports to the COTR identified in the Task Order in accordance with the Task Order reporting schedule.

F.6 TASK ORDERS

(a) Task Orders may be issued by USAID/W Contracting Officers and field Contracting Officers within the IDIQ statement of work described in Section C.

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

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

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

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

F.7 FAIR OPPORTUNITY TO BE CONSIDERED

(a) FAIR OPPORTUNITY

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

All USAID Mission/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 USAID/W Contracting Officer's Technical Representative (COTR) must review the prospective Task Order requirement or statement of work (SOW). The USAID/W COTR must review the prospective task order requirement or statement of work (SOW) for task orders and agree that it complies with the SOW for the basic contract before the task order CO may begin the fair opportunity process.

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

(b) Fair Opportunity Exceptions

Pursuant to House Resolution 3288 (H.R. 3288), Special Authorities, SEC. 7034 (c), Small Business, USAID may provide an exception to the fair opportunity process for placing task orders under IDIQ contracts when the order is placed with any category of small or small disadvantaged business. All task orders issued under TASC 4 – LATIN AMERICA greater than \$3,000 but less than or equal to \$1,000,000 shall be competed first with any category of small or small disadvantaged business contract holders. All contractors shall be given a fair opportunity to be considered for Task Orders over \$1,000,000, unless the TOCO determines that one of the following statutory exceptions applies:

- (1) An urgent need exists, and seeking competition would result in unacceptable delays.
- (2) Only one contractor is capable at the level of quality required because the requirement is unique or highly specialized.
- (3) The order must be issued on a sole source order basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the Contract, provided that all awardees were given a fair opportunity to be considered for the original order. For a follow-on Task Order that implements an activity designed under another order under this Contract, this exception may only be used if the TOCO complied with the Organizational Conflicts of Interest limitations in Contract Information Bulletin 99-17 "Organizational Conflicts of Interest".
- (4) To satisfy Contract minimum award obligations.
- (5) Small business set aside. In accordance with the authority granted in the Appropriations Act used to fund the award of this basic Contract, USAID may directly place Task Orders with any category of small or small disadvantaged business that received a prime Contract award from the same solicitation that resulted in the award of this Contract. If the firm was a certified small business at time of award, it remains a small business for consideration hereunder for the Contract period of performance. If the small business is awarded as a Set-Aside, the small business must perform at least 50% of the services for the task order.

(i) Single small business award. USAID may directly place a Task Order with the small business prime under this exception.

(ii) Multiple small business awards. All small business Contractors are required to have up to date corporate capability statements. The Contractor may opt to: a) keep an updated capability statement on their website, and provide an email notification of the update and website link to their IDIQ COTR, or b) provide the capability statement directly to the IDIQ COTR if a website is not available. The IDIQ COTR will be responsible for reviewing the corporate capability information. Corporate capability at a minimum should include: past performance reports (NIH or PPIRS reports), past experience (if not evaluated through NIH or PPIRS) and expertise of employees.

The following is the process for using the small business exception:

(A) As currently required, the TOCOTR submits the statement of work to the IDIQ COTR for review to determine if their requirement falls within the IDIQ statement of work.

(B) The IDIQ COTR provides corporate capability information for the small businesses to the TOCOTR.

(C) The TOCOTR reviews the corporate capability information and provides a brief, written recommendation (not a justification) to the TOCO on which Contractor he/she recommends for an award. No need to go to the next steps below.

(D) If corporate capability is equal, the TOCOTR will need to follow the established RFTOP procedures in (d) (3) (i) below (“For Task Orders estimated to be equal to or less than US \$1,000,000”). The TOCO is responsible for final selection, negotiation, and Task Order award.

(c) Classified Task Orders

In accordance with Section H.22 of this Contract, USAID may award a classified Task Order under this Contract. Because USAID participates in the National Industrial Security Program (see FAR 4.4 and ADS 567), the COTR and CO must follow the procedures in ADS 567, particularly the requirement to include security specifications in the statement of work for a Contract or Task Order. Any Contractor under this multiple-award **TASC 4-LATIN AMERICA** IDIQ that has not been granted either an interim or final Secret level facility clearance by the Defense Security Service (DSS) may be determined to be ineligible to be considered for a classified Task Order. If time permits, the CO may allow a Contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified Task Order in anticipation of DSS granting the clearance before the Task Order must actually be awarded. However, doing so is on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the CO must award the

classified Task Order to the Contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

(d) Request for Task Order Proposal

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

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

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

- i. For Task Orders estimated to be equal to or less than \$100,000:
In accordance with the general procedures in (d) above, the Task Order Contracting Officer Technical Representative (TO COTR) will request a task order proposal from each contractor after coordinating the terms of the RFTOP with the TOCO. The TO COTR may not ask for more than a two (2) page cost proposal, and if the TO COTR deems it necessary, may also ask for a technical proposal of no more than three (3) pages (page limit does not include resumes, graphs, or past performance information). The TO COTR is not authorized to undertake discussions or negotiations with the contractors. After applying the evaluation criteria stated in the request, the TO COTR drafts a brief memorandum to the TOCO recommending that the task order be awarded to the contractor that most successfully addresses the evaluation criteria. The TOCO is responsible for final selection, negotiation, and task order award.

- ii. For Task Orders estimated to be more than US \$100,000 and equal to or less than \$2,000,000:
In accordance with the general procedures in (d) (2) above, the TOCO will request a task order proposal from each contractor. The TOCO may not ask for more than a two (2) page cost proposal from each Contractor, and if the TOCO, with the concurrence of the TOCOTR, deems it necessary, may also ask for past performance information, or for a technical proposal of no more than ten pages (page limit does not include resumes, graphs, and past performance information). Once the Contractor is selected, the TOCO may ask for a more detailed proposal (technical or cost) if needed.
- iii. For Task Orders estimated to be more than US \$2,000,000:
In accordance with the general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TOCO may use the simplified procedure in (ii) above. The TOCO has discretion to decide how much documentation above the minimum set forth above is needed to assess the technical capability and cost of each Contractor.

All contractors interested in being considered for the Task Order must submit a proposal in accordance with the TOCO's request for Task Order proposal instructions. The information that the TOCO requests from each contractor shall be the minimum needed.
- iv. To obtain services or other deliverables that are within the statement of work of this Contract, the TOCO may issue orders using any of the pricing types specified in the Contract.
- v. Contractor(s) shall respond to the RFP within the number of calendar days stated in the Request for Task Order Proposal.

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

(e) Task Order Award

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

(f) Task Order Administrations

Task Order Extensions (Non-funded). The TO CTO 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 Technical Officer's written approval for any extension to the term of the task order to the TOCO; in addition, the Contractor must attach another copy of the TO CTO's approval for such continued performance under the task order to the completion voucher submitted for payment.

(g) Task Order Labor – The TO COTR has the authority to adjust the number of days ordered within existing labor categories in the task order as long as the total dollar value of labor ordered is not exceeded. The TO COTR must provide this approval in writing before the Contractor may make any adjustment. The Contractor must request approval of the TOCO if revision of days ordered includes the addition of a labor category not originally included in the task order, or if total dollar value of labor would be exceeded.

(h) 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.

(i) Ombudsman

If a contractor believes its organization has not been fairly considered for a particular Task Order, it may present the matter to the TOCO. If the contractor disagrees with the TOCO's explanation or decision, it may request a review of the TOCO's decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from Contractors, collecting information from the CO relevant to the complaint, and ensuring that all Contractors are afforded a fair opportunity to be considered under multiple award Contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal Contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at <http://www.usaid.gov/business/ombudsman.html>. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, Address: 1300 Pennsylvania Ave NW, Washington, DC, 20523. E-mail AandAOmbudsman@usaid.gov.

F.8 KEY PERSONNEL

Key personnel are essential to the work being performed under the TASC 4-LATIN AMERICA contract. The IDIQ CO shall approve all IDIQ key personnel, and the Task Order CO shall approve the Task Order key personnel.

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 COTR 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.

For the IDIQ, the contractor shall furnish the following key personnel:

IDIQ Project Director

The IDIQ Project Director will be the central point of contact for management. His/Her duties shall include but not be limited to responding to task order proposal requests, furnishing to appropriate USAID offices the required central reports, and having meetings with the IDIQ COTR as necessary. This individual will be noted in the Section F “Key Personnel” of the IDIQ contract.

IDIQ Project Direct Qualifications and Requirements:

1. The TASC4 – Latin America/Caribbean IDIQ Project Director shall have the technical leadership, capability and experience to be able to provide vision, direction, and leadership in disparate technical areas that span all regions of the world.
2. The proposed IDIQ Project Director shall have, at a minimum, a Master’s degree in public health, or a Master’s or higher degree in a related area (e.g. economics, sociology, anthropology etc., with a health concentration).
3. The proposed IDIQ Project Director shall have at least ten (10) years in-country experience working in the field of health care delivery in developing countries, with emphasis on primary health care service and which shall include experience in at least three (3) out of the first seven (7) technical areas described below (A-G).
4. The proposed IDIQ Project Director shall have no less than five (5) years’ experience managing donor-financed projects and staff and in the design and implementation of overseas health projects.
5. S/he must have strong written and oral presentation skills.

NOTE: Key personnel for the respective task orders shall be identified in the request for task order proposals (RFTOPs).

F.9 CONTENTS OF TASK ORDERS

Task Orders shall include the following (as appropriate):

- (a) Source of Funds and Fiscal Data;
- (b) Total Estimated Cost/Ceiling Price;
- (c) Obligated Amount (which shall constitute the maximum liability on behalf of the Government);
- (d) 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;
- (e) Budget (including the costs of Labor, Other Direct Costs (ODCs), indirect costs and fees);
- (f) Place of Performance;
- (g) Period of Performance;
- (h) Gender Plan;
- (i) Security Plan;

- (j) Branding and Marking Plan;
- (k) Logistic Support;
- (l) USAID and Other Officials (e. g., cognizant CO & COTR);
- (m) Language Requirements;
- (n) Deliverables/Results;
- (o) Special Requirements/Relevant Information (e.g., source/origin waivers);
- (p) Task Order Number and Contract Number;
- (q) Government-Furnished Property, if any, to be furnished to the contractor;
- (r) Authorized Work-Week;
- (s) Key/Essential Personnel; and
- (t) Payment Office

F.10 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (AAPD 04-06)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (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.

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

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the COTR, the Contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic(preferred) or paper form via the options listed below. Note: only final versions of documents will be entered into the database. Documents can be submitted electronically online or the U.S. mail (for paper or disk). Please send **one copy only** of each document to the following address:

(A) Online: Electronic documents should be submitted to the DEC at the link below.
<http://dec.usaid.gov/index.cfm?p=docSubmit.home>

(B) Via U.S. Postal Service (paper hardcopy or disk):
USAID Development Experience Clearinghouse
M/CIO/KM
RRB M.01
U.S. Agency for International Development
Washington DC 20523

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

(2) Format.

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

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

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

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

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

- A. Name and version of the application software used to create the file, e.g., Microsoft Word 2010, WordPerfect Version 9.0, and Acrobat Version 8.0.
- B. The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
- C. Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

F.11 SUBCONTRACTOR REPORTING

The Contractor may be required to provide a subcontracting plan for Task Orders, and reporting on progress towards goals is a part of the Task Order Quarterly Report in Section F.5.

F.12 AIDAR 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

F.13 FIELD SUPPORT APPROVAL PROCESS

When a mission or bureau proposes to add field support funds for activities to be performed under this Task Order, i.e., a task order that has been awarded to accept field support, the following process shall be followed:

- a. The mission or bureau activity manager submits a SOW for those activities to the TO COTR, with the government's cost estimate. If the TO COTR makes an initial determination that the activities are within the scope of the overall task order, the SOW will be passed to the contractor.
- b. The TO Contractor prepares an initial workplan and estimated budget for the activity, and fills out the checklist (Attachment J.8), to be provided by the TOCO, that gives information on summary budget, LOE and other contractual information such as any need for waivers or new subcontracts.
- c. The contractor submits the draft workplan and signed checklist, and detailed budget to the TO COTR and the mission or bureau technical activity manager. The TO COTR and the mission or bureau technical activity manager review the documents and approve.
- d. Upon approval, the TO COTR signs the checklist and sends it to the TO CO, along with the government cost estimate, verifying that the SOW and budget for those activities are within the parameters of the task order, and within the mission's government cost estimate.

- e. The TO CO has 10 work days from receipt of the documents to concur or to request additional information from the contractor. The TO CO will issue a modification to reflect the incremental funds if the TO CO does not raise concerns within the 10 day period.
- f. If the activity budget is less than \$500,000 or for centrally procured commodities, a unilateral modification of the task order is executed by the TO CO and distribution occurs. If the activity budget is for \$500,000 or more of the work, the TO CO may require additional budget detail from the mission.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 CONTRACTING OFFICER

(a) For the Basic IDIQ:

U.S. Agency for International Development
Office of Acquisition and Assistance
1300 Pennsylvania Avenue, NW
M/OAA/GH – SA-44, 549–J
Washington, DC 20523-7100
Contracting Officer: Bruce Baltas

(b) For Task Orders:

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

G.3 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

(a) For the Basic IDIQ:

The Global Health Contracting Officer Technical Representative (GH/COTR) and the Alternate COTR for the IDIQ will be designated by the Contracting Officer at award and shall be located at:

Contracting Officer Technical Representative (GH/COTR) – TASC4 – Latin
America/Caribbean
US Agency for International Development
GH/HIDN
1300 Pennsylvania Avenue, NW
Washington, DC 20523

(b) For Task Orders:

For each Task Order issued, the TOCO will indicate a Task Order COTR and an Alternate COTR for that particular order. The COTR will be responsible for technical oversight for that specific Task Order.

Task Order COTR
Task Order Alternate COTR

G.4 PAYING OFFICE

The Contractor must submit invoices to the payment office indicated on the Cover Page of each Task Order. Generally, this will be the USAID Washington Office/Bureau or the USAID overseas field Mission from which the funds for the Task Order are provided or for Missions without their own Controller, the regional office is responsible for that Mission.

Invoices for Task Orders funded by USAID Washington Office/Bureau shall be submitted to the payment office at the following email address:

EI@usaid.gov
Attention: Mr. Dante Villanueva

G.5 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: TBD
Operating Unit: TBD
Strategic Objective: TBD
Team/Division: TBD
Benefiting GEO Area: TBD
Object Class: TBD
Amount Obligated: TBD

G.6 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications or technical information to be delivered. Technical directions must be in writing, and must be within the statement of work as detailed in Section C.

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

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

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

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

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

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

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

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

c) Contractual Problems - contractual problems, of any nature that may arise during the life of the Contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract statement of work and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this Contract. Notwithstanding any clause contained elsewhere in this Contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: statement of work, price, quantity, technical specifications, delivery schedules, and Contract terms and conditions. In the event the Contractor effects any changes at the direction of any other

person other than the Contracting Officer, the change will be considered to have been made without authority.

- d) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be a change, within 10 days, waives the Contractor's right to any claims for equitable adjustments.
- e) In case of a conflict between this Contract and the COTR designation letter, the Contract prevails.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Provisions and/or 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 RFP. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.7027	PERSONNEL	DEC 1990
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	UNDATED

H.2 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

H.3 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:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,

- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

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

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

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

H.4 DEFENSE BASE ACT (DBA) INSURANCE

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

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

Primary Contact

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

Secondary Contact

AON
1120 20th St., N.W., Suite 600
Washington, DC 20036
Ellen Rowan
Phone: 202-862-5306

The Contractor is required to procure DBA insurance through USAID's approved Contractor, Allied, through AON.

H.5 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

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

(b) Exceptions.

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

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

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

NOTE: USAID does not have a Medevac service provider. Contractors must meet this requirement in the most efficient manner. The following link is provided as a courtesy:
http://travel.state.gov/travel/tips/health/health_1185.html.

H.6 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES (OCT 1998)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

H.7 AIDAR 752.247-70 PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS (OCT 1996)

(a) Under the provisions of the Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) at least 50 percent of the gross tonnage of equipment, materials, or commodities financed by USAID, or furnished without provision for reimbursement, or at least 75 percent of the gross tonnage of cargo moving under P.L. 480 financed by the U.S. Department of Agriculture, that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) shall be transported in privately owned U.S.-flag commercial vessels.

(b) In accordance with USAID regulations and consistent with the regulations of the Maritime Administration, USAID applies Cargo Preference requirements on the basis of programs or activities that generally include more than one contract. Thus, the amount of cargo fixed on privately owned U.S.-flag vessels under this contract may be more or less than the required 50 or 75 percent, depending on current compliance with Cargo Preference requirements. If freight under the contract is fixed on a U.S. flag vessel, Alternate I of this clause shall apply.

(c) (1) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both the Division of National Cargo, Office of Cargo Preference, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, and the Transportation Division, Office of Procurement, USAID, Washington, DC 20523-7900.

(2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (i) Sponsoring U.S. Government agency.
- (ii) Name of vessel.
- (iii) Vessel flag registry.
- (iv) Date of loading.
- (v) Port of loading.
- (vi) Port of final discharge.
- (vii) Description of commodity
- (viii) Gross weight in pounds and cubic feet if available.
- (ix) Total ocean freight revenue in U.S. dollars.

Alternate I

(d) If freight is fixed on a U.S. flag vessel, except as provided in paragraph (e) of this clause, the contractor shall use privately owned U.S. flag commercial vessels, and no others, in the ocean transportation of any supplies to be furnished under this contract.

(e) If such vessels are not available, or not available at rates that are fair and reasonable for privately owned U.S. flag commercial vessels, the Contractor shall notify the contracting officer and request either authorization to ship in foreign-flag vessels or designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping the suppliers in privately owned U.S.-flag commercial vessels and foreign-flag vessels.

H.8 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)

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

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the Contract, and whether the individual is an employee or dependent.
- (3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number (s), and the name of the Contractor's home office staff member having administrative responsibility for the Contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.9 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this Contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.10 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. For new employees (not currently employed by Contractor), the contractor may not propose, without approval of the TOCO, an offer of salary greater than 5% above prospective employee's current salary or wage.

In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.9 above unless an advance written waiver is granted by the USAID Procurement Executive prior to Contract award.

b. Salaries during Travel

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

c. Return of Overseas Employees

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

d. Annual Salary Increases

One annual salary increase of not more than five percent (5%) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.9 may be granted only with the advance written approval of the Contracting Officer, after concurrence by the COTR.

e. Promotions for positions on Task Orders that request salary increases greater than five percent (5%) may be granted only with the advanced written approval of the Contracting Officer, after concurrence by the COTR.

f. Salaries, Allowances and Differentials for Cooperating Country Nationals (CCNs) and Third Country Nationals (TCNs) Salaries for CCNs and TCNs shall not exceed the LCP for that country, for that category and skill level of work to be provided, unless contractor secures advanced, written concurrence by the COTR and Task Order CO, and approval by the Mission Director or Assistant Administrator having program responsibility for the project. AIDAR 722.170(b) and (c) shall be used as a guideline.

g. 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.11 AIDAR 752.7012 PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT
(AUG 1995)

(a) Safeguarding the rights and welfare of human subjects in research conducted under a USAID contract is the responsibility of the contractor. USAID has adopted the Common Federal Policy for the Protection of Human Subjects. USAID's Policy is found in Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID", issued April 19, 1995, as from time to time amended (a copy of which is attached to this contract). USAID's Cognizant Human Subjects Officer (CHSO) and USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

(b) Contractors must comply with the Policy when humans are the subject of research, as defined in 22 CFR 225.102(d), performed as part of the contract, and contractors must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, contractors can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the contract. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (see 22 CFR 225.101(h)). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

(c) Since the welfare of the research subject is a matter of concern to USAID as well as to the contractor, USAID staff, consultants and advisory groups may independently review and inspect research, and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

H.12 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

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

H.13 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES – AAPD 08-01 (JUN 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 CLAUSE]

H.14 USAID DISABILITY POLICY (DECEMBER 2004) (AAPD 04-17)

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

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

H.15 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ACQUISITION) (JUNE 2005) AAPD 05-04

An organization that is otherwise eligible to receive funds under this contract to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combatting HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

H.16 CONDOMS (ACQUISITION) (JUNE 2005) AAPD 05-04

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html”

H.17 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (APRIL 2010)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

(b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:

(i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

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

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

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

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

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

- (e) Any violation of this provision will result in the immediate termination of this award by USAID.
- (f) This provision does not affect the applicability of FAR 52.222-50 to this contract.

[END OF PROVISION]

H.18 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – TIP ACQUISITION (MAY 2007) AAPD 07-03 SPECIAL PROVISION

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- (b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.
- (c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

[END OF PROVISION]

H.19 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) 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.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is 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).
 - (6) 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.
 - (7) Report is required even if the contractor did not pay any taxes during the report period.
 - (8) 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:
 - (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) “Commodity” means any material, article, supply, goods, or equipment.
 - (3) “Foreign government” includes any foreign governmental entity.
 - (4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
 - (d) Where. Submit the reports to: Submit the original reports to: the Office of Financial Management, ATTN: USAID, M/CFO/CMP, Cathy Collins – Report of Foreign Taxes. An electronic copy of the report can be sent to ei@usaid.gov. Please include the words “**Section 579 Report**” in the subject line. One copy of each report should be sent to the respective COTR.
 - (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
 - (f) For further information see <http://www.state.gov/m/rm/c10443.htm>

[END OF PROVISION]

H.20 ADS 302.3.5.13 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)

(a) Before a Contractor (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/Washington 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/Washington 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.

(b) 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.

(c) The Contractor is required to include this provision 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.21 ADS 302.3.5.14 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (JULY 2007)

(a) One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: http://www.usaid.gov/about_usaid/disability/.

(b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access, or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) New Construction. All new construction will comply with the above standards for accessibility.

(e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above: (1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

H.22 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 Fair Opportunity 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. Contracts or 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 or to participate in the "fair opportunity to be considered" procedures in Section F of this Contract 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 TOCOTR 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.]

(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.23 INFORMATION SYSTEM SECURITY

Task Orders under this Contract may require Information Technology (IT) resources or services in which a Contractor must have physical or electronic access to USAID's sensitive information contained in unclassified systems that directly support the Agency's mission. TOCO's will include in Task Orders any specific clauses and provisions that are required in ADS 302.3.4.9. and the Internal Mandatory Reference "Contract Clause Guide for Unclassified Information System Security Systems and Services").

(a) Designation of the Information System Security Officer. The Contracting Officer hereby designates (insert name) located at (insert location) as the Information System Security Officer responsible for information system security for this system.

(b) The Contractor is responsible for the information system security of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for USAID, regardless of location. The policy governing these responsibilities is USAID Automated Directives System (ADS) Chapter 545, Information Systems Security.

(c) The Contractor must not use or redistribute any USAID information processed, stored, or transmitted by the Contractor except as specified in the Contract.

(d) All Contractor personnel requiring access to USAID information systems, networks, or data must comply with the USAID Personnel Security Requirements for Access to Unclassified Information Systems policy requirements of the USAID Automated Directive System (ADS) Chapter 545. Contractor supervisors must ensure a sufficient separation of duties to prevent a single

individual from committing fraud with, or abusing, USAID systems or data. Contractor personnel should also have access only to that information required for their tasks. Contractors must therefore request and enforce only those facility and information system accesses that are essential for each individual's job performance.

(e) All Contractor personnel with access to USAID information systems, networks, or data must complete a USAID-approved computer security awareness class and accept the requirements of the USAID ISS rules of behavior before being granted access to USAID systems, and annually thereafter.

(f) All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.

H.24 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.25 LOGISTIC SUPPORT

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this Contract in the United States and overseas. These shall include but are not limited to all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.26 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.27 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (DESIGN SERVICES)

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

H.28 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (INDEFINITE DELIVERY, INDEFINITE QUANTITY) (EVALUATION SERVICES)

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

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

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

H.29 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

H.30 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.31 SUBCONTRACTING CONSENT

Approved Subcontractors: The following list constitutes the approved subcontractors under this Contract: TBD at time of award

H.32 GRANTS UNDER CONTRACT

Grants under Contracts may be approved as necessary at the Task Order level. In accordance with ADS 302.3.5.6, the Head of the Contracting Activity (HCA) approval is to allow Task Orders for a USAID direct Contractor to execute grants up to \$100,000 (unless a deviation is obtained to have this threshold increased) with US organizations (not-for-profits or for-profits), providing conditions in ADS 302.3.4.8 are met. For non-US organizations there is no ceiling unless a fixed obligation grant is executed in which case the ceiling is \$100,000.

If USAID does not provide them, the Contractor shall develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria, competition, Contracting Officer approvals, etc.). If the grants formats and field guide are not provided before award to the Task Order Contracting Officer (TOCO), the Contractor shall obtain approval from the TOCO within 60 days after award. The Contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the Contract and ensure:

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the Contractor, and
- (3) sufficient time for the Contractor to complete its review of the grantee and provide a final report to the government before Contract or Task Order close-out.

All grants must be closed out no later than the end date of the Task Order. Reporting requirements shall be in accordance with Section F.

H.33 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.34 SALARY SUPPLEMENTS

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

H.35 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

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

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

H.36 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.37 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

H.38 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offeror environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

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

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

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

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

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

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

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

H.39 DISCLOSURE OF INFORMATION (AIDAR)

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

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

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

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

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

H.40 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. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement Infrastructure activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved Task Order.

H.41 ADDITIONAL INFORMATION ON INTERNATIONAL TRAVEL

The Contracting Officer hereby delegates international travel approval for all international travel directly and identifiably funded by USAID under this contract to the COTR. The Contractor shall therefore present to the COTR 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 COTR's prior written approval must be kept with contract files. Contractor shall, at least one week prior to commencement of approved international travel, notify the cognizant Mission, with a copy to the COTR, of planned travel, identifying the travelers and the dates and times of arrival.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Provisions and/or 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 RFP. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 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
52.204-10	REPORTING EXECUTIVE COMPENSATION FOR FIRST TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 2010
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR	OCT 2010

	PRICING DATA—MODIFICATIONS	
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52-215-22	LIMITATIONS ON PASS-THROUGH CHARGES-LIMITATIONS OF SUBCONTRACT EFFORT	OCT 2009
52-215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
†52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
†52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MUTIYEAR CONTRACTS	OCT 1997
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2011
52.219-9	ALTERNATE I	OCT 2001
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	DEC 2010
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	APR 2009
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
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

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52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-50	ALTERNATE 1	AUG 2007
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
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
*52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA---GENERAL	DEC 2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
†52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
*52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
*52.229-6	TAXES-FOREIGN FIXED PRICE CONTRACTS	JUN 2003
†52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	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
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-25	ALTERNATE I	FEB 2002
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

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52.233-2	SERVICE OF PROTEST	SEP 2006
*52.233-3	PROTEST AFTER AWARD	AUG 1996
†52.233-3	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
†52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
†52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	ALTERNATE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
*52.243-1	CHANGES-FIXED PRICE	AUG 1987
52.243-1	ALTERNATE I	APR 1984
†52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
52.243-2	ALTERNATE II	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-2	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
*52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
†52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT	MAY 2001
*52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
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
*52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT	MAY 2004
*52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
†52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
*52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	AUG 2010
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

*Applies to Fixed Price items only

†Applies to Cost Reimbursement items only

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722.170	EMPLOYMENT OF THIRD COUNTRY NATIONALS	(undated)
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)
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.227-14	RIGHTS IN DATA	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	JULY 2007
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	(undated)
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	(undated)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7009	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	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

752.7032	INTERNATIONAL TRAVEL APPROVAL AND PHYSICAL FITNESS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This Contract is subject to the written approval of the USAID Contracting Officer and shall not be binding until so approved.

I.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING
RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

[END OF CLAUSE]

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or Task Orders by the individuals or activities designates, in the Schedule. Such orders may be issued from **TBD** through **TBD**.

(b) All delivery orders or Task Orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or Task Order and this Contract, the Contract shall control.

(c) If mailed, a delivery order or Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 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, 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 \$10,000,000 (\$10 million dollars);
 - (2) Any order for a combination of items in excess of \$10,000,000 (\$10 million dollars); or
 - (3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (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) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, 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 TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[END OF CLAUSE]

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

- (a) This is an indefinite-quantity Contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this Contract after three (3) years after the end of the ordering period.

I.7 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding TBD dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is TBD dollars.

[END OF CLAUSE]

I.8 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

- (a) A _____ [*insert specific type of contract*] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a _____ [*insert specific type of proposal (e.g., fixed-price or cost-and-fee)*] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR [15.408](#), [Table 15-2](#), supporting its proposal.
- (b) The schedule for definitizing this contract is [*insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data*]:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [Subpart 15.4](#) and [Part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—
 - (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

[END OF CLAUSE]

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to

extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

[END OF CLAUSE]

I.10 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

[END OF CLAUSE]

Alternate I (Aug 2007). As prescribed in 22.1705(b), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(i)(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies performance to in/at:
----------------	--------------------------------	-------------------------------

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

I.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

[END OF CLAUSE]

I.12 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

- (1) By the Contractor under a cost-reimbursement Contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

Transportation Division
Office of Acquisition and Assistance, TBD
US Agency for International Development
Washington, DC 20523

I.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/far/>
<http://www.usaid.gov/policy/ads/300/aidar.pdf>

[END OF CLAUSE]

I.14 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)

(a) Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) All locally-financed procurements must be covered by source/origin and nationality waivers as set forth in Subpart F of 22 CFR Part 228 except as provided for in 22 CFR 228.40, Local procurement.

I.15 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (ADS 302.3.4.10)

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

(b) For every EIT product accepted under this Contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the Contract renewal date, whichever shall occur first.

[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Found at <http://www.usaid.gov>

- J.1 CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET (USAID FORM 1420-17)
- J.2 DISCLOSURE OF LOBBYING ACTIVITIES (SF–LLL)
- J.3 MODEL SUBCONTRACTING PLAN OUTLINE – IDENTIFICATION DATA
- J.4 FREIGHT DELIVERY REQUEST (USAID FORM A–519)

Found at <http://www.usaid.gov/policy/ads/500/dd254.pdf>:

- J.5 DEPARTMENT OF DEFENSE, CONTRACT SECURITY CLASSIFICATION SPECIFICATION FORM (DD – 254)

See Attachments:

- J.6 CONTRACTOR PERFORMANCE REPORT – SHORT FORM – page 120
- J.7 PAST PERFORMANCE MATRIX – page 122
- J.8 FIELD SUPPORT CHECKLIST – page 123

[END OF SECTION J]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following Provisions and/or 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 RFP. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(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:

(i) Paragraph (d) applies.

(ii) 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 \$150,000.

(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.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(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.

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 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.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

[END OF PROVISION]

K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

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

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

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

“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).

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

[END OF PROVISION]

K.4 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(OCT 2008)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

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

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

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

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

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes

No

[END OF PROVISION]

K.5 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE
CHANGES (APR 2005)

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

Yes No

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

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

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

K.6 INSURANCE – IMMUNITY FROM TORT LIABILITY

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

K.7 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The offeror has reviewed the solicitation (Sections B through J of which will become the contract) and agrees to the terms and conditions set forth therein; or has the following exceptions (continue on a separate attachment page, if necessary):

K.8 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].

K.9 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following Provisions and/or 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 RFP. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE	JAN 2004
52.215-1	ALTERNATE I	OCT 1997
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES —IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS	OCT 2000
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 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates the award of more than one IDIQ contract resulting from this solicitation.

L.3 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 by obtaining written and dated acknowledgment of receipt from both:

Bruce Baltas, Contracting Officer, USAID
Office of Acquisition and Assistance
M/OAA/GH, SA-44 Rm. 549 – J
1300 Pennsylvania Ave., NW
Washington, DC 20523 and

William Buckhold, Asst. General Counsel
USAID, GC/LE
Ronald Reagan Building (RRB) Rm. 6.06- 071
1300 Pennsylvania Ave., NW
Washington, DC 20523-6601
Fax for William Buckhold: 202-216-3058

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

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> (FAR)

<http://www.usaid.gov/pubs/ads/300/aidar.pdf> (AIDAR)

[END OF PROVISION]

L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) Multiple Award. The U. S. Government anticipates awarding approximately six contracts (four unrestricted awards to large or small business and approximately two small business set-aside) as a result of this Solicitation. USAID reserves the right to award more or fewer awards than the anticipated number of contracts stated above.

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

(c) Accurate and Complete Information. Offerors (prime and subcontractors) 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 the instructions set forth in Section L.

(f) Pursuant to Block 12 of Standard Form 33 of this RFP, offerors are requested to extend the period for acceptance of offers to October 31, 2011.

(g) Proposal preparation costs. The U.S. Government will not pay for any proposal preparation costs.

L.6 DELIVERY INSTRUCTIONS AND DUE DATES FOR THE PROPOSALS

- a) Proposals submitted in response to this RFP will be received in the following manner: hardcopy (including paper and CD) only. Facsimile or electronic proposal submissions will not be accepted.
- b) Official Point of Contact: Alternate Point of Contact:
Kate Bryant, Contracting Officer Shanon Krause, Contracting Officer
kbryant@usaid.gov skrause@usaid.gov
202-567-5007 202-567-5327
- c) Number of copies. An original (one – 1) and five (5) copies of the Technical Proposal are required. An original (one – 1) and two (2) copies of the Cost/Business Proposal are required. In addition to the hard copies of both the technical and cost proposals, include three (3) complete copies of each proposal on Compact Disk (CD).
- d) The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: **SOL-OAA-11-000020**
TITLE: TASC4 – LATIN AMERICA/CARIBBEAN

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.

- e) Mailing Addresses: Proposals shall be delivered as follows:

If sent via U.S. Postal Service or via Courier*:
Kate Bryant
USAID, OAA
M/OAA/GH/HSR, SA-44, 549-U
1300 Pennsylvania Ave., NW
Washington, D.C. 20523
* Courier includes delivery companies
such as FedEx, UPS, etc.

If delivered via hand-carry:
Kate Bryant
USAID, OAA
SA-44, 549-U, Federal Center Plaza
301 C Street, SW
Washington, D.C. 20024
NOTE: Entrance to Federal Center Plaza is
at 301 4th Street, SW

NOTE: Offerors are responsible for ensuring timely delivery of proposals. Be advised that some delivery or courier services change the zip code from the official USAID zip code (20024) for 301 C Street SW to the Washington, D.C. zip code that applies to USAID's physical location, and proposals have been misdirected as a result.

- 1) If the offeror elects to hand-carry the proposal, USAID advises the offeror that should security requirements at the Federal Center Plaza result in the proposal not reaching the designated office or being accepted by the contracting/agreement officer or his/her

representative by the closing time for proposal submission as shown in Block 9 of SF33, the proposal may be determined to be "late" and USAID has the discretion in accordance with applicable rules not to consider the offeror for award. Building security has the discretion to decide whether or not to allow the hand carrier into the building. Once in the Federal Center Plaza 301 C Street lobby, the firm/organization must contact the OAA Point of Contact as listed. Only packages/boxes hand-carried (suggest having the box unsealed and open to expedite clearance) may be delivered through this entrance. After meeting the OAA staff member in the lobby, the individual representative of the offeror must go through security as would any visitor, request that the guard staff contact the OAA POC, and the OAA staff member will then take possession of the proposal after the visitor has been processed through security.

2) DELIVERIES TO LOADING DOCKS

- (a) ALL offerors delivering proposals through all carriers (e.g., USPS, UPS, or FedEx) (not including individual hand delivery by the firm/organization) must complete a Freight Delivery Request Form available online at: <http://inside.usaid.gov/forms/a519-1.doc> and provide it to the OAA POC 72 hours in advance of delivery via facsimile. The facsimile number is 202-216-3132. The contracting officer, contract specialist or his or her 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 a USAID loading dock representative accepts the delivery, this will be considered the actual time of USAID's acceptance.
- (b) USAID delivery hours at 1300 Pennsylvania Avenue in the RRB 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 and 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 12TH and C Street S.W., Washington, D.C., for security scanning prior to reporting to the RRB. After the scanning is completed, 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 the U.S. Postal Service) 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: USAID
NAME: Kate Bryant
ADDRESS: SA – 44, M/OAA/GH/HSR, Rm. 549 – U
1300 Pennsylvania Ave, NW
Washington, D.C. 20523
202-567-5007

(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.

If the proposal is sent via U.S. Postal Service, please note that extensive delays may result from security screening, thus, plan accordingly.

f) Due Dates for proposal submissions are listed below:

1. QUESTIONS: All questions in response to this solicitation must be received in writing via e-mail only to Kate Bryant at kbryant@usaid.gov, with a copy to Shanon Krause skrause@usaid.gov no later than Wednesday, May 4, 2011, 2:00 pm local time. No questions will be accepted after this time and date.
2. TECHNICAL AND COST PROPOSALS:
The Technical and Cost Proposals must be received by the time and date noted in Block 9 of SF33. Proposals received after this deadline **SHALL NOT** be considered.

L.7 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL

NOTES:

“Major subcontractors” are those subcontractors expected to perform at least 20% of the technical effort or to provide the majority professional expertise for a particular task of the contract SOW.
“Text Accessible” – means that all information provided on paper and electronic media shall be provided. Cells shall not be hidden nor password protected. Information used that is NOT included will render the calculations of that information unusable, and that information will not be evaluated or used in the evaluation process. All data and information must be included and shall not be “implied”. Calculations used on excel spreadsheets must be visible and there shall be no hidden or password protected cells or spreadsheets. All reference data and information shall be made available for review.

The technical proposal shall be entirely separate from the cost proposal and **it shall not include cost information in the content of the technical proposal.** The technical proposal should be organized by the technical evaluation criteria listed in Section M. A complete technical proposal shall include the following:

- a) The technical proposal should address how the Offeror intends to carry out the Statement of Work contained in Section C and the Case Study. It should also indicate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized in accordance with the technical evaluation criteria listed in Section M.
- b) Detailed information should be presented only when required by specific RFP instructions. The written Technical Proposal is comprised of two parts and has a total page limitation of twenty-five (25) pages as detailed below:
 - Technical Proposal (excluding Case Study) – Page limitation twenty (20) pages
 - Case Study – Page limitation five (5) pages

The Technical Proposal shall be written in English. Offerors shall use only 8.5 inch by 11 inch paper, single-spaced pages and each page shall be numbered consecutively. Double sided pages count as two pages, and must be numbered accordingly. Offerors shall use Times New Roman font 11 or a similar size typeset with 1” margins all sides. Paper copies of the proposal shall be presented in 3-ring binders. Do not submit the cost proposal or any budget information with the technical proposal. The technical proposal CD’s shall be labeled “TASC4 – Latin America, Technical Proposal” with each section (Overall Understanding/ Approach or Case Study) easily identified. Information submitted over the page limits stated above will not be evaluated.

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

Not included in the stated page limitations are the following:

- Title Page
- Cover Letter
- Table of Contents
- Acronym list
- Dividers
- Personnel summary matrix (per L.8 – 4)(vi)) on the expertise of staff, consultants, and other personnel specialists
- Summary of and Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the offeror including letters of intent) for key personnel or other proposed candidates only
- Contractor Performance Report - Short-Form (Attachment J.6)
- Management Structure Organizational Chart(s)

- Past performance summary table and past performance report forms, references, SF294s and subcontracting plans, Past Performance information in using small business concerns (per L.8)
- Small Disadvantaged Business participation program targets information (per L.8)

All information from appendices shall be referenced in the technical proposal and summarized and included in the annex section.

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

Please note page limitations on the Sections to be included in the Technical Proposal. The total page limitation for the Technical Proposal is twenty-five (25) pages as follows:

- The sections below (excluding Section 1b) are limited to twenty (20) pages for proposal response; exceptions are listed in the individual sections.
- *Section 1b has a separate five (5) page limit.

Section 1 – Technical Approach
 1.a – Overall Understanding /Approach
 1.b – Case Study*
Section 2 – Institutional Capability
Section 3 – Management Plan
Section 4 – Personnel plan; and
Section 5 – Past Performance.

- d) Number of copies – Technical Proposal:

- **Hard (paper) copies: one (1) original and five (5) copies** of the Technical Proposal provided in Microsoft Word or PDF format are required.
- **Three (3) CD-ROMs** (text accessible) with all technical proposal information in Microsoft Word or PDF format are required.

L.8 TECHNICAL PROPOSAL SECTIONS

1) Section I – Technical Approach

Part 1: Overall Understanding/Approach

Offerors shall provide a concise summary of their understanding and general approach to implementing and scaling-up the ability to accomplish the six (6) tasks identified in SECTION C.3(b) in the statement of work of this IDIQ.

Part 2: Case Study

Offerors should present an approach, methodology and implementation strategy to scale-up in this country. The strategy and set of interventions should show how these targets will be reached

or sustained over the five (5) year time frame. Offerors shall respond to this case study assuming a realistic cost ceiling. (The page limitation for Part 2 of the Technical Approach is five (5) pages). The Case Study can be found in Section L.10. **NOTE: This is a case study for evaluative purposes. Do not pursue or obtain letters of collaborations or MOUs with partners identified in the case study.**

2) Section 2 – Institutional Capability

Offerors shall demonstrate their capability to simultaneously manage multiple task orders involving collaborative efforts drawing upon the full range of available skills and experiences, and to successfully manage and implement multi-faceted international public health programs. Including subcontractor(s) in the Offeror's proposal, where a predominant capability lies with that subcontractor, is one way to demonstrate increased institutional capabilities. The Offeror shall describe the organization's overall capacity to implement task orders in at least three of the six (6) functional areas outlined in Section C.3 with a focus on the following:

- experience in developing and monitoring measurable indicators;
- expertise in providing technical and programmatic support and capacity building in the technical areas listed;
- experience in developing and implementing task orders in the Latin America/Caribbean region;
- a description of the organization's size (i.e. number of technical and program management staff including finance and administration who are currently employed; number of consultants, etc); and
- demonstration of Offeror's ability to build and maintain relationships with host country counterparts and its ability to collaborate with USAID and other donors.

3) Section 3 – Management Plan

Offeror shall:

- Demonstrate preparedness to implement task orders with USAID Missions, providing technical support while building capacity of host country staff and institutions to the greatest degree possible. Proposals must describe the roles and responsibilities of home office management staff, their assigned management and decision-making authorities, and the relationship the Offeror will have with expected subcontractors.
- Provide a copy of the management plan for implementing future task orders (including financial and administrative support), and an organizational chart that depicts the relationships; and an overall plan for using local host country staff and consultants and/or specialists in order to reduce costs and build capacities in countries.

4) Section 4 – Personnel

IDIQ Project Director – TASC4 – Latin America

(i) The Offeror is required to specify an IDIQ project director for TASC4 - LATIN AMERICA.

The IDIQ project director is considered “key personnel” and must meet or exceed the qualifications listed below. S/he is considered the central point of contact for management responsible for responding to task order proposal requests, central reporting, and central meetings with the base award COTR.

(ii) Offerors must document the background on the IDIQ project director(s)’ qualifications as related to the required qualifications listed below. Offerors shall submit a resume detailing the education and qualifications for the IDIQ Project Director. The IDIQ Project Director must meet or exceed these personnel qualifications. The IDIQ Project Director resume is limited to three (3) pages and shall be attached in the annex. Resume page count is not included in the Technical Proposal 25-page limitation.

IDIQ Project Direct Qualifications and Requirements:

1. The TASC4 – Latin America IDIQ Project Director shall have the technical leadership, capability and experience to be able to provide vision, direction, and leadership in disparate technical areas that span all regions of the world.
2. The proposed IDIQ Project Director shall have, at a minimum, a Master’s degree in public health, or a Master’s or higher degree in a related area (e.g. economics, sociology, anthropology etc., with a health concentration).
3. The proposed IDIQ Project Director shall have at least ten (10) years in-country experience working in the field of health care delivery in developing countries, with emphasis on primary health care service and which shall include experience in at least three (3) out of the first seven (7) technical areas described below (A-G).
4. The proposed IDIQ Project Director shall have no less than five (5) years’ experience managing donor-financed projects and staff and in the design and implementation of overseas health projects.
5. S/he must have strong written and oral presentation skills.

(iii) Offerors shall submit a signed acknowledgement letter for the IDIQ Project Director stating that they understand s/he has been proposed for this position and that they intend to make themselves available should a contract be awarded. Signed and dated acknowledgement letters shall be attached in the annex and are not included in the Technical Proposal 25-page limitation.

(iv) Other Personnel: successful offerors shall have current staff and/or consultants who collectively have expertise, availability and experience in at least four (4) of the first seven (7) technical areas listed below (A-G). Offeror must demonstrate how the team proposed meets the specified number of subcategories under each of the technical areas listed below. The Offeror shall demonstrate how it intends to incorporate significant

numbers of local host country staff and consultants and/or specialists, in technical and professional capacities, to be included from inception throughout the full period of performance of the project, demonstrating ability to build sustainability, capacity and cost reduction in countries. The Offeror should present a roster for staff, consultants, and other personnel specialists for possible use under this contract as short- or long-term staff and advisors, identified by areas of expertise and experience, maximizing the use of local host country staff, consultants and specialists.

A. Family Planning/Reproductive Health (the Offerer must demonstrate capability in a minimum of 8 of 13 of the following areas to be considered)

1. Adolescent reproductive health
2. Community-based post-abortion care
3. Contraceptive security
4. Contraceptive technology/research and development
5. Dual protection
6. Family planning, including LAM and SDM
7. Long-term, permanent family planning methods (sterilization, implants, IUD)
8. Male involvement in FP/RH
9. Optimal birth spacing
10. Population/health planning
11. Reproductive Health policy and analysis
12. Reproductive health
13. STI prevention and treatment

B. Maternal and Neonatal Health (the Offerer must demonstrate capability in a minimum of at least 8 of 12 of the following areas to be considered)

1. Antenatal/post-partum care (including family planning services)
2. Elimination of toxins
3. Essential obstetric care
4. Emergency obstetrical care
5. Infant nutrition, including breastfeeding and complementary feeding
6. Infection Control
7. Maternal health
8. Maternal nutrition (micro and macro)
9. Neonatal care
10. Obstetric complications
11. Safe delivery
12. Prevention and treatment of maternal disability (mental and physical)

C. Child Health and Survival (the Offerer must demonstrate capability in a minimum of at least 8 of 10 of the following areas to be considered)

1. Acute respiratory infections and diseases
2. Breastfeeding and complementary feeding
3. Child health and nutrition
4. Growth monitoring
5. Immunization services

6. Infant and young child feeding
7. Integrated management of childhood illness
8. Micronutrient supplementation
9. Nutrition
10. Nutritional aspects of food aid

D. HIV/AIDS (the Offerer must demonstrate capability in a minimum of at least 8 of 13 of the following areas to be considered)

1. Behavior Change related HIV/AIDS prevention and treatment
2. Condom social marketing
3. Counseling and testing
4. HIV/AIDS prevention programs (including: drug use prevention and partner reduction)
5. Integrated HIV/AIDS care, support, treatment and adherence (including: ART, TB treatment, and pediatric treatment)
6. Medical Transmission (injection safety and blood safety)
7. Multi-sectoral approaches HIV/AIDS
8. Orphans and Vulnerable Children
9. Palliative Care
10. Preventing mother-to-child transmission of HIV
11. Surveillance
12. STDs and HIV programs
13. Quality Improvement

E. Infectious Disease (the Offerer must demonstrate capability in a minimum of at least 7 of 10 of the following areas to be considered)

1. Anti-microbial resistance
2. Avian influenza and other emerging infectious diseases
3. Environmental health
4. Hygiene
5. Infectious diseases, including “neglected diseases”
6. Malaria
7. Malaria in pregnancy
8. Malaria vector control
9. Surveillance
10. Tuberculosis

F. Health Systems (the Offerer must demonstrate capability in a minimum of at least 8 of 12 of the following areas to be considered)

1. Health seeking and health service use behaviors and behavior change communications
2. Commodity security
3. Community mobilization
4. Health care financing
5. Health and management information systems
6. Health policy development

7. Health technology assessment
8. Logistics and supply chain management
9. Pharmaceutical management
10. Quality assurance
11. Regulation of public and private health services
12. Workforce development (including human resources management and planning)

G. Research – other than HIV/AIDS (the Offerer must demonstrate capability in a minimum of at least 6 of 9 of the following areas to be considered)

1. Applied research
2. Biomedical research
3. Ethnographic research
4. Focus-group/in-depth research
5. Health services research
6. Operations research (descriptive and intervention)
7. Program evaluation
8. Qualitative research
9. Social marketing research

H. Other Disciplines

1. Food security
2. Gender
3. Health governance issues (democracy & governance, human rights, gender-based violence, FGC, etc.)
4. Health needs for Internally Displaced Persons
5. Private-Public Sector Partnerships
6. Behavior Change and Communications
7. Environmental health
8. Management of chronic disease
9. Non-Communicable Diseases (including psycho-social illnesses)
10. Social marketing of products and services
11. Other disciplines as appropriate

(v) Successful offerors must have current staff and/or consultants with expertise, availability and experience **in 8 of the 12 technical areas listed below**. The Offeror shall demonstrate how it intends to incorporate significant numbers of local host country staff and consultants and/or specialists, in technical and professional capacities, to be included from inception throughout the full period of performance of the project, demonstrating ability to build sustainability, capacity and cost reduction in countries. The Offeror should present a roster for staff, consultants and other personnel specialists for possible use under this contract as short- or long-term staff and advisors, identified by areas of expertise, language abilities, and experience:

1. Applied research
2. Behavioral Research

3. Health services and health systems research (quality assurance)
4. Operations research (descriptive and intervention)
5. Program evaluation
6. Qualitative research (Ethnographic, focus-groups)
7. Social marketing research
8. Sustainability and quality assurance research
9. Surveillance and analysis of epidemiologic trends
10. Randomized clinical/community trials
11. Cost effectiveness and cost-benefit analysis research
12. New Technology Development

(vi) To be included in the Personnel Annex section shall be a two page (maximum) summary on the expertise of staff, consultants, and other personnel specialists, preferably in the form of a matrix (this summary NOT included as part of the Technical Approach 25 page limitation; include in Annex).

Offerors shall prepare a brief biographical statement for all proposed staff, consultants, and other personnel specialists (no fewer than four biographical statements per page). Biographical statements shall specify all technical areas of expertise for each personnel specialist, their breadth and depth of operational experience and technical qualifications. Personnel specialists may have expertise in one or more of the technical labor areas listed; i.e., a different person need not be proposed for each technical labor area listed. Biographical statements and roster/matrix are to be attached in the annex and are not included in the Technical Proposal 25-page limitation.

(vii) The following minimum qualification levels expected in the recruitment and selection of personnel are illustrative only (do not apply to the IDIQ Project Director).

Requests for Task Order Proposals (RFTOP) shall define other required personnel qualifications and experience.

Level I: A Level I Specialist must have an M.D., Ph.D., DSc. or Ed.D., and ten (10) years of developing-country, health-relevant work experience. Level I Specialist must have minimum of five (5) years working in a developing country context.

Level II: A Level II Specialist must have an M.D., Ph.D., DSc. or Ed.D., and five (5) years of developing-country, health-relevant work experience. Level II Specialist must have minimum of four (4) years working in a developing country context.

Level III: A Level III Specialist must have an MPH, other master's level degree, and three (3) years of developing-country, health-relevant work experience. Level III Specialist must have minimum of three (3) years working in a developing country context.

Note: The minimum qualifications defined for personnel specialists shall be strictly followed in the selection, placement and payment of personnel via the task order system.

With the approval of the Contracting Officer, equivalent work experience may be substituted for the minimum educational requirement. If approved, the proposed candidate may be considered for a higher level if they meet required years of work experience in addition to the years required to accomplish a degree listed for the level/position for either the masters or doctoral degree. For example, an individual with a Master's degree in a health related discipline, proposed under Level I, shall have (as a minimum) a total of fourteen years relevant work experience (four years to satisfy the requirement for the equivalent of a doctoral degree in addition to the ten years of relevant work experience required).

5) Section 5 – Past Performance

A. PAST PERFORMANCE REFERENCES:

As stated in FAR Part 15.305, the offeror's past performance information is one indicator of an offeror's ability to perform the contract successfully. The Offeror must provide past performance references for itself and each major subcontractor. This past performance information must be submitted in accordance with the following:

Offerors shall, for all past performance references cited, indicate whether past performance information has been registered in the NIH Contractor Performance System or in ORCA (Online Representations and Certifications Application) database. This past performance information shall be submitted in accordance with the following:

(i) For the offeror and each major subcontractor:

- List no fewer than five (5) and no more than eight (8) of the most recent and relevant contracts (within the past 7 years) for efforts similar in scope and complexity to that which is detailed in Section C of the RFP. (The information must be clear whether the work by the Offeror was done as a prime contractor or a subcontractor).
- 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.6) 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 and is not included in the Technical Proposal 25-page limitation.

(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 included in the past performance section. 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 submitted. Past performance information may be used for both the responsibility determination and best value decision.

(v) In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. In this case, the Offeror must state in writing that it possesses no relevant experience directly related to tasks called for in this RFP or similar past performance.

B. PAST PERFORMANCE IN USING SMALL BUSINESS CONCERNS (As defined in FAR 19.001) [**This section is not applicable to small business prime offerors.**] This summary will be included in the Past Performance Annex and will not be a part of the Technical Approach 25 page limitation.

(a) As part of the evaluation of past performance in Section M.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 offeror's SB subcontracting plan or other similar small business incentive programs set out in the 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:

1. Provide a narrative summary of the offeror's use of small business concerns over the past three years. Describe how offeror actually used small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed-- substantive technical professional services, administrative support, logistics support, etc. Describe the extent of offeror's compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in the contract(s).
2. To supplement the narrative summary in 1. above, provide with the summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which offeror was 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.]
3. Provide USAID with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to offeror's organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern offeror has not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

**C. SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGETS
[supplementing FAR 52.219-24, and See Section M.4)]**

[This section is not applicable to small business prime offerors.]

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

(i) Section L.1 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.9 INSTRUCTIONS FOR PREPARATION OF THE COST/BUSINESS PROPOSAL

a) Offerors must submit a Cost/Business Proposal for the Case Study only. Cost/Business Proposals for each shall be submitted in three-ring binders and include the following information. 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.

Detailed information should be presented only when required by specific RFP instructions. The Cost/Business Proposal has no page limit. It shall be written in English. Offerors shall use no less than Times New Roman font 10 or a similar size typeset on all spreadsheets. Paper copies of the Cost /Business proposal shall be presented in 3-ring binders. Do not submit any of the cost proposal

or any budget information with the technical proposal. The Cost/Business proposal CD's shall be labeled "TASC4 – Latin America, Cost/Business Proposal – Case Study".

b) Number of copies – IDIQ COST/BUSINESS PROPOSAL:

- **Hard (paper) copies: one (1)** original and **two (2)** copies of the Cost/Business Proposal are required.
- **Three (3)** CD-ROMs (text accessible) with cost/business proposal information in Microsoft Excel for the case study are required.

Data shall be submitted in Microsoft Excel format with full access to all cells, formulas, spreadsheets, and workbooks. No hidden information, cells, formulas, spreadsheets will be permitted. Information referring to cells that are not accessible will not be evaluated. Budget narratives shall be provided in Microsoft Word or PDF format. The cost/business proposal CD's shall be labeled "TASC4 – Latin America, Cost/Business Proposal".

I. Standard Form (SF) 33

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

II. Proposed Costs/Prices

- 1) Offerors must provide a cost proposal to coincide with the line items set forth below. Offerors must use the dollar estimates (to be used for evaluation purposes) to apply the appropriate indirect rates and fee to its budget:
 - a. Prime offerors must propose ceiling indirect cost rates. These ceiling indirect cost rates will be utilized in the Cost budget format and will be incorporated into the contract (See Section B.7.)
 - b. The proposed fixed fee percentage will be incorporated into the contract as 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(c)(4)(i)C.
 - c. Offerors shall use the dollar estimates to calculate the appropriate indirect rates and fee for its budget. A Level of Effort (LOE) breakdown is given in Note (4) to be used in generating the cost proposal. Use the labor categories/levels and corresponding LOE. Determine the estimated LOE usage of employees for that particular labor category/level and apply the Unburdened Daily Rate Ceiling (for Employees). In a like manner, determine the estimated usage of consultants for a particular category/level and apply the Burdened Daily Rate Ceiling (for Consultants). The Ceiling rates for both the employees and consultants shall be equal to or greater than the highest daily rate for any of the employees or consultants proposed and will be used as guidelines for equivalent/similar labor categories that are not listed below. (Note that the ceiling rates will also be listed in Section J of the contract and daily rates for employees/consultants proposed for any task order shall not exceed the Daily

Rate Ceilings set forth. Supporting information must be provided in sufficient detail to allow a complete analysis of cost.

- d. For evaluation purposes, offerors shall provide a detailed case study budget and supporting information in sufficient detail to allow a complete analysis of cost with a realistic cost ceiling for the case study as described in Section L.10.
 - e. The Prime's and Subcontractors' most recent NICRA information (as applicable) shall be provided to support proposed indirect rates.
 - f. To be submitted only if the offeror has no government issued Negotiated Indirect Cost Rate Agreement (NICRA).
 - [For the Offeror and also for each subcontractor where the subcontract is estimated to exceed \$100,000] Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. The balance sheets and profit and loss statements for the current fiscal year may be unaudited. The profit and loss statements must include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
 - The Government may agree to waive the requirement for the submission of certified financial statements if the offeror can satisfy the Contracting Officer, in the Contracting Officer's sole discretion, that the offeror is able to provide other, substitute financial information, such as business tax returns. The substitute information must be adequate to show how well the offeror's business performed, not merely whether or not the offeror has adequate capital and credit to perform under the prospective contract. The Government wants to use the information to assess the offeror's stability, profitability, and growth as indicators of management effectiveness under prevailing market conditions. Offerors who wish to obtain such a waiver must apply in writing to the Contracting Officer no later than two weeks before the deadline for the receipt of offers. The offeror's proposal must describe the substitute information in detail.
- 2) Indirect Cost Information: Offerors must submit indirect cost information to support the indirect costs in the proposal.
- a. The Offeror 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.
 - b. If the Offeror does not have a cognizant Government Audit Agency, the prime contractor shall provide

1. its 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 shall 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
2. 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.

Case Study Cost/Business Proposal Case Study Budget:

Offerors must provide a 5-Year base period budget for the IDIQ and the Case Study using the format below.

<u>Cost Element</u>	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>	<u>Total</u>
Total Direct Labor						
Salary						
Fringe Benefits						
Consultants						
Local Professional Staff						
Subcontracts*	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,000,000
Allowances	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000	\$700,000
Travel, Transportation, and Per Diem	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Other Direct Costs	\$415,000	\$415,000	\$415,000	\$415,000	\$415,000	\$2,075,000
Overhead						
G&A						
Total Est. Cost (TEC)						
Fixed Fee						
TEC Plus Fixed Fee						

*Includes Staff & Consultants, and respective Fringe Benefits & Overhead

Note 1: All indirect rates proposed by offerors (in the above budget format) for year 1 shall not exceed the current NICRA rates. For years 2-5, proposed rates may be above the NICRA rates but must not exceed the proposed ceiling rates proposed in Section B.

Note 2: Some offerors may not have indirect pools, which allocate costs in the manner identified above. For those items which the offeror does not utilize to allocate indirect costs, please identify in the proposal that these categories are not applicable.

Note 3: Prime contractor employees, subcontractor employees and/or, consultants may be used to fill the proposed labor requirements. However, for further clarification, the following budget line items include the costs as listed (excluding plug-in figures for Allowances, Travel, and Other Direct Costs):

- (i) Total Direct Labor – Includes salary and fringe benefits
- (ii) Local Professional Staff – Figure for labor cost of professional staff estimated at 6500 person days;
- (iii) Consultants – Short Term Technical Assistance
- (iv) Subcontracts – Labor cost including subcontractor’s staff and subcontractor’s consultants, fringe benefits and overhead; Proposed subcontractors must submit NICRA(s), and/or other documentation required in the RFP as applicable;
- (v) Allowances – typically includes post differential, danger pay, housing for resident expatriates and TCNs, relocation expenses, education allowances, other related allowances;
- (vi) Travel Transportation and per diem – Plug Figure (does NOT include subcontractors’ travel) and;
- (vii) Other Direct Costs – Plug Figure (Typically includes bank fees, courier services, phone and fax, Internet services, books and periodicals, visa expenses, office rental, equipment and supplies, office utilities, office cleaning and maintenance, etc. and includes in-country training).

Note 4: The contractor shall furnish expertise with the necessary education, training and/or relevant experience, as specified in the task orders to be issued under this contract. Under a RFTOP, the contractor may propose other functional labor categories depending on the nature of the task order requirements.

For the purpose of the Case Study cost proposal, offerors shall propose the respective Level of Effort to ensure successful performance for the work specified in the Case Study, which shall include:

- Functional labor categories (with designations of level of experience for each category (eg. Level I, Level II, Level III etc.);
- Total number of hours, and hourly rate for each category per year; and
- Estimated total LOE per category per year

Labor Category	LOE Person/Days	Employee Unburdened Ceiling Daily Rate	Consultant Burdened Ceiling Daily Rate
Chief of Party	_____	\$ _____	\$ _____

Family Planning/Reproductive Health Specialist			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
Maternal/Neonatal Health Specialist			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
Child Health and Survival			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
HIV/AIDS Specialist			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
Infectious Disease Specialist			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
Health Systems Specialist			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
Research Specialist (other than HIV/AIDS)			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
Other Technical Specialist			
Level I	_____	\$ _____	\$ _____
Level II	_____	\$ _____	\$ _____
Level III	_____	\$ _____	\$ _____
Capacity Building Specialist	_____	\$ _____	\$ _____
Monitoring & Evaluation Specialist	_____	\$ _____	\$ _____
Local Professional Staff	_____	\$ _____	\$ _____

Offeror shall provide the calculations and budget narrative explaining how the daily rates were computed. Daily rates shall be included as base, unburdened rates. The offeror must demonstrate the calculations for the base daily labor rate proposed. No base, unburdened daily rate may exceed the current maximum daily rate for Agencies without a Certified SES Performance Appraisal System (Contractor Salary Threshold - CST). The total number in a year, which should be no more than 2080 hours, shall not exceed the annual salary of the latest CST maximum rate (\$165,300.00 effective 2010) <http://www.opm.gov/oca/10tables/html/es.asp>. For calendar years 2011 and 2012, there will be no increase in the CST, therefore offerors shall not escalate this rate.

No individual task order will be issued for the IDIQ Project Director's cost. The Offeror may include the costs for this central management as part of their indirect costs, or could charge percentages of the individual's effort under task orders to the extent the functions are allocable to the particular task order and a task order is awarded. Treatment of project director cost shall be in accordance with the Offeror's accounting system. Offerors cost proposals shall specify how project direct costs will be charged.

Offeror shall submit AID Form 1420-17, Contractor Employee Biographical Data Sheets (<http://www.usaid.gov/forms/AID1420-17.doc>) for three candidates representing the levels of each functional labor category listed. The Biodata sheets provided must be a representation of the prime and/or subcontractor employees. The Biodata sheets must be fully completed (no less than the last three years of data), signed and dated. The name of the contractor's representative signing the Biodata sheet must be printed beneath the signature. This information will be considered as part of the Government's cost realism analysis.

The Offeror shall provide additional supporting budget documentation (as necessary), including profit/fee policy, etc. to substantiate all proposed costs.

III. Representations, Certifications, and Other Statements of Offerors

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

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.

IV. Policies and Procedures

The offeror shall 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.

V. Subcontracting Plan (For offeror other than small business)

If the offeror is other than a small business, it must submit a Subcontracting Plan (see Attachment in Section J). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. This plan will be the equivalent of a master subcontracting plan for the overall IDIQ. Individual subcontracting plans will also be included in each task order over \$500,000 for other than small businesses. See Section H.

The plan 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. Zero is

not an acceptable goal for any category. 50% or more of the work proposed for small business categories must be for technical work.

A Model Small Business Subcontracting Plan Template may be found at Attachment J.3: Small Business Plan Template.

VI. 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.

VII. 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:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) 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;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) 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));

(6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and

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

VIII. 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.

IX. Information to Support Consent to Major Subcontractors

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

X. Information Concerning Work-Day, Work-Week, and Paid Absences

(1) 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.

(2) 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.

(3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

L.10 TASC4 – LATIN AMERICA CASE STUDY

Guatemala has a population of around 14 million, 42% of whom are under 14 years of age. One of the poorest countries in the world, the gross national income per capita is only \$2,650 USD; 26% of the population is illiterate; 51% of the population lives below the poverty line; the under-five morality rate is 41 per 1,000 (WHO online database, 2011); and 54% of children under age five are suffering from chronic malnutrition (UNICEF 2008). The most common causes of death among children under five are diarrheal diseases, respiratory infections, and neonatal causes often associated with malnutrition (WHO/CHERG 2010). Life expectancy hovers at 70 years. This dire

social situation springs from several factors: a weak health system, poor economic growth, and a high population growth rate of 2.5% (World Bank Development Indicators, 2009).

Despite these recent improvements in child health indicators, Guatemala still faces major health challenges which threaten social and economic development. Health service quality is substantially below standard and basic medicines and supplies are regularly in short supply. Public and non-governmental sector capacity to plan effectively and manage health programs is weak, particularly in the areas of financial and administrative management, and the use of data for program planning and monitoring is low. National health infrastructure, human resource, information, pharmaceutical and commodity management systems are extremely weak, and much remains to be done at central and regional levels to ensure sustainable health financing.

STATEMENT OF WORK:

This project will provide technical assistance and resources to increase demand for, quality of, and access to high-impact services and products for child, maternal, and neonatal health. This goal will be done through improved nutritional status (through nutritional supplementation including vitamin A and exclusive breastfeeding), reduced mortality resulting from diarrhea and pneumonia (through health education and provision of ORS/zinc and cotrimoxazole), and better management of childhood illnesses (through the introduction of community IMCI). Indicators of progress towards these objectives include increases in DPT3 immunization rates, exclusive breastfeeding under age six months, and Vitamin A supplementation.

The project will be carried out over a 5 years period and will provide expertise at the central, service delivery and community levels to further reduce maternal and child mortality and morbidity with increased vaccination coverage, expansion of essential nutrition actions and preventions as well as early detection and treatment of childhood diseases. The project team will also support training and capacity building at the national and district MOHFP levels as well as local community-based organizations and leaders.

CASE STUDY INSTRUCTIONS:

Using the scenario above, briefly describe the following components of the program design that will affect the health areas mentioned. This project will have a five year period of performance. Identify key personnel by position, education and experience required.

The technical response for this section shall be no more than five (5) pages, following the instructions provided here and in Sections L.7/L.8.

Case Study Technical Proposal Response:

- A description of the technical approach, including a description of the overall strategy and a step-by-step methodology that would be used in accomplishing each task
- A work plan for implementation, including detailed timeline.
- A product outline describing what would be the deliverable(s) and/or result(s) of this task;
- Provide a description of the types and number of personnel that would be required to perform the tasks

The cost/business proposal for the Case Study shall be provided per the instructions in this Section and Section L.9.

Case Study Cost/Business Proposal Response:

- The detailed budget shall estimate program spending for 5 years.
- Presentation of case study shall be efficient and consistent with the proposed technical approach.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION PLAN (BIP) AND THE MARKING PLAN

As a part of the cost proposal, Offerors must prepare a Branding Implementation Plan (BIP) to address the Branding Strategy described in Section D.2 and a Marking Plan described in Section D.3. The USAID BIP and Marking Plan Template can be found through the link provided in Section D.3. All BIPs and marking Plans must meet the requirements of ADS 320.

[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 evaluated by a technical evaluation committee (TEC). The evaluation committee may include industry experts who are not employees of the Federal Government. These industry experts may be employed in advisory roles only. 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) The cost proposal will be evaluated by the method described in Section M.5.
- (e) In accordance with FAR 15.304(e), all evaluation factors other than cost/price when combined are significantly more important than cost/price factors.

There is no restriction from submitting a proposal as a prime offeror, while also being included as a subcontractor under another offeror's proposal. However, USAID may preclude the inclusion of your firm as a subcontractor to another proposal if both your proposal and the other offeror's proposal are in consideration for a prime award. If this situation appears likely, during discussions USAID may inquire with the offeror that has included your firm as a subcontractor to determine how their proposal would be modified should they be required to remove you as a subcontractor in their consortium.

M.2 DETERMINATION OF COMPETITIVE RANGE & SOURCE SELECTION

The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

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

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

(d) 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.

The determination of the competitive range will be based upon those criteria included in the Technical and Cost/Business Management Proposals.

M.3 CONTRACT AWARD AND BEST VALUE

Tradeoff Analysis and Best Value Determination

(a) In accordance with Section M of this Solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s), conforming to the Solicitation and considering the below evaluation criteria, represent(s) the best overall value to the U. S. Government. The evaluation criteria will be used by the Contracting Officer as a guide in determining which proposals will present the *best value* to the Government. The tradeoff method will be utilized under this procurement.

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

(c) The Government may waive informalities and minor irregularities in proposals received.

(d) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(e) Although technical evaluation rankings are significantly more important than cost factors, the closer the technical evaluations of the various proposals are to one another, the more important cost considerations become. If the Contracting Officer determines that competing cost proposals are essentially equal, technical rankings may become a determining factor in Offeror selection.

M.4 TECHNICAL EVALUATION CRITERIA

The criteria below are presented by major category, with relative order of importance in descending order, so that Offerors will know which areas require emphasis in the preparation of proposals. Sub criteria are presented in descending order of importance. The criteria below reflect the requirements of this particular solicitation.

Offerors will be evaluated qualitatively on the basis of five (5) factors:

Technical Approach and Overall Understanding	– 30 points
Institutional Capability	– 20 points
Management Plan	– 20 points
Personnel	– 15 points
Past Performance	– 15 points

(1) Technical Approach and Overall Understanding (30)

Evaluation of the Offeror’s technical understanding and approach will be based on the extent to which offeror’s proposal is consistent with objectives of the **Statement of Work in Section C and Case Study**, including the extent to which the following are appropriately, clearly, and logically addressed:

Part 1 – Technical Approach and Overall Understanding/Approach (20 points)

- Degree to which Offeror presents an overall technical approach which articulates analytical depth, technical knowledge and demonstrates an understanding of the technical requirements, issues, challenges, and scope of the program described in Section C, Statement of Work. (7 points)
- Degree to which Offeror presents a technical approach demonstrating knowledge of and involvement of Latin American/Caribbean and global institutions involved in Health policy, implementation, and oversight; (7 points)
- Degree to which Offeror’s technical approach identifies 1) areas for capacity building and skills transfer to be executed during the period of performance 2) an understanding of gender issues and proposed approaches to improve equality of services for women and men. (4 points)
- Degree to which Offeror’s technical approach involves an understanding of the Environmental Requirements of 22 CFR Regulation 216; (2 points)

Part 2 – Case Study (10 points)

- Degree to which the Offeror addresses the Case Study and demonstrates a clear understanding of Health issues identified in the Case Study selected country. (3 points)
- Extent to which technical approach presented for the Case Study addresses identifies gaps, is feasible and has merit to achieve the assigned task, demonstrating incorporation of global guidelines and standards, and a clear understanding of the opportunities and challenges to achieving the task in the country; (2 point)

- Presentation of a clear and feasible work plan with timeline and product outline that corresponds to technical approach presented; (2 point)
- Extent to which personnel plan responds to requirement of task; (3 points)

(2) Institutional Capability (20 points)

USAID will evaluate the offeror's demonstrated institutional capability based on the criteria below, to be weighted equally:

- Demonstrated capability in effective implementation of complex public health programs, (3 points); if in Latin America; (2 additional points)
- Demonstrated capability of good organizational and management practices, including demonstrated performance in planning, scheduling, and monitoring programs, and in implementing programs of similar complexity and magnitude; (3 points)
- Proven institutional capacity and capability, and clear plan to simultaneously respond to multiple requests for task order proposals (RFTOPs), possibly in multiple countries, and in fluctuating demands, while adhering to strict timelines. (3 points)
- Demonstrated ability to build and maintain good relationships with host country counterparts and other donors and implementing partners. (3 points)
- Demonstrated capacity and clear planning ability for effective management of subcontracts with both U.S. and developing country institutions and organizations; (2 points)
- Demonstrated ability to provide technical support while building capacity of host country staff and institutions; (2 points)
- Relevance and qualification of proposed subcontractors, including host country subcontractors, for the accomplishment of potential task orders (2 points)

(3) Management Plan (20)

Evaluation of the Offeror's management plan will be based upon the following sub-criteria:

- Fully-defined plan to optimize rapid deployment of institutional capacity to implement task orders with USAID Missions in Latin America, providing technical support while offering potential for building capacity of host country personnel and institutions; (8 points)
- Clearly-articulated plan for effective management of proposed and potential subcontracts with both U.S. and developing country institutions, including host country institutions, with clearly defined roles and responsibilities of home office management staff, their assigned management and decision-making authorities; (5 points)
- Demonstration of clear plan for cost containment, ability to leverage resources and ability to limit excess home office costs; (5 points)
- Plan for logistical support for field activities. (2 points)

(4) Personnel (15)

USAID will evaluate the personnel proposed based on:

- Extent to which the skills, experience and education of the proposed IDIQ Director meet or exceed those required as stated in Section L; (6 points)

- Extent to which Other Personnel proposed fill the needs for and address the technical areas outlined in Sections C and L.10; (5 points)
- Offeror's strategy for accessing and utilizing qualified local and/or host country personnel as technical staff and available consultants. (4 points)

(5) Past Performance (15)

a) PAST PERFORMANCE (6 points)

As required by Section L.8.5 of this RFP, USAID will evaluate each offeror's past performance, and each proposed major subcontractor. The past performance evaluation will focus on the following:

1. Quality of product or service, including consistency in meeting goals and targets, achievement of clearly defined results, and cooperation and effectiveness in resolving and learning from problems, including but not limited to personnel issues. (2 points)
2. Demonstrated prior ability to ensure cost control, adhere to the budget (including initial vs. final budget of projects used to illustrate corporate capabilities), including forecasting costs as well as accuracy in financial reporting. (1 point)
3. Demonstrated timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, timely delivery of short-term technical advisors, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks (includes planned contract start and finish date and actual contract start and finish dates of projects used to illustrate corporate capabilities). (1 point)
4. 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. (1 point)
5. Effectiveness 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. (1 point)

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.8(d)5(a)1 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

- 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.

- USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

b) PAST PERFORMANCE IN USING SMALL BUSINESS CONCERNS (5 points)

Offers from small business concerns will not be evaluated against this factor.

- 1) The evaluation will assess the extent the Offeror used and promoted the use of small business concerns under current and past contracts. (2 points)
- 2) 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 the Offeror's successful history of small business subcontracting or other similar small business incentive programs execution set out in its contract. (2 points)
- 3) Compliance with offeror's SB subcontracting plan or other similar small business incentive programs set out in the identified contract(s). (1 point)

c) SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGETS (4 points)

[Note: This evaluation factor applies to all offerors (large and small), except for small businesses that have indicated that their offer is being submitted only for consideration of the set-aside award].

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;
- (4) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation as shown in submitted SF 294s; and
- (5) The extent of participation of SDB concerns in terms of the value of the total acquisition.

[Note 1: The total technical scoring available to large business offerors is 100 points.]

[Note 2: Small business offerors that indicate that their offer is being submitted only for consideration of the set-aside award will have a maximum of 91 possible points since sub-criterion

M.4.5.b), Past Performance in Using Small Business Concerns, and M.4.5.c), SDB Participation Program Targets, are not applicable to the small business set-aside award.]

[Note 3: Small business offerors that do not state that their offer is being submitted only for consideration of the set-aside award will receive two technical evaluation scores. The first technical score for consideration of an unrestricted award will have a maximum of 95 possible points since sub-criterion M.4.5.b), Past Performance in Using Small Business Concerns, is not applicable to small businesses. The second technical score for consideration of the set-aside award will have a maximum of 91 possible points since both sub-criterion M.4.5.b), Past Performance in Using Small Business Concerns, and M.4.5.c), SDB Participation Program Targets, are not applicable to the small business set-aside award.]

[Note 4: As applicable for Notes 2 and 3, small business offerors will receive a “Neutral” score for the criteria that are not evaluated. The final technical score will be commensurate with the percentage of points received vs. possible points. For example, if a small business prime offeror received a score of 77 points out of the 91 maximum possible points, its technical score for evaluation purposes would be 84.6 (i.e., 77/91). Or, if a small business prime offeror received a score of 77 points out of the 95 maximum possible points, its technical score for evaluation purposes would be 81.0 (i.e., 77/95). USAID understands that there may be minor arithmetic differences in percentage terms as a result. However, these differences are considered to be minor and will not impact any best value decision made under this solicitation.]

Assessment of past performance will be based on reference checks and reviewing other past performance information. Offeror’s Past Performance will be evaluated based upon the following sub-criteria, which are considered of equal importance.

M.5 COST PROPOSAL EVALUATION CRITERIA

Cost analysis and cost realism of the Case Study will be based on the following considerations:

- Proposed costs are reasonable, allowable and allocable;
- Proposed costs are realistic for the scope of work and Case Study;
- Costs presented for the Case Study reflect a clear understanding of the requirements;
- Costs are consistent with the various elements of offeror’s technical proposal.

[END OF SECTION M]

ATTACHMENTS

ATTACHMENT J.6: CONTRACTOR PERFORMANCE REPORT – SHORT FORM

CONTRACTOR PERFORMANCE REPORT - SHORT FORM
PART I: Contract Information (to be completed by offeror)
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 Name: Phone Number: Email Address:
7b. Technical Officer (COTR) Name: Phone Number: Email Address:
7c. Other:
8. Offeror:
9. Information Provided in Response to RFP No.:
PART II: Performance Assessment – to be completed by the customer/client
1. Quality of contractors’ product or services, including consistence in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comments:
2. Contractor’s ability to control cost, including forecasting costs as well as accuracy in financial reporting. Comment:

<p>3. 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. Comments:</p>
<p>4. 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. Comments:</p>
<p>5. Effectiveness 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. Comments:</p>

*[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in Part 1, Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.

ATTACHMENT J.7 – PAST PERFORMANCE MATRIX

Details, including activity description, contact information for references, etc. are to be provided on the Short Forms

ATTACHMENT J.8 – FIELD SUPPORT CHECKLIST

**INITIAL BUDGET ESTIMATE & CHECKLIST FOR FIELD SUPPORT UNDER
TASK ORDERS**

(Submitted by TO Contractor for all Mission-funded activities)

Labor*	\$ _____
Fringe Benefits**	\$ _____
Consultants	\$ _____
Allowances	\$ _____
Travel and Transportation	\$ _____
Subcontracts	\$ _____
Other Direct Costs	\$ _____
Overhead**	\$ _____
G&A**	\$ _____
Subtotal	\$ _____
Fixed Fee**	\$ _____
<i>Total Estimated CPF of Activity</i>	\$ _____

*List of labor categories, Level of Effort (LOE), and rates for each person proposed for this activity.

<u>Labor Category</u>	<u>LOE</u>	<u>Rate</u>
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** TOCO will verify that indirect rates and fee are in accordance with established contract rates.

Checklist for Field Support activity

- Total LOE for field support labor not exceeded
- No deviation from Task SOW
- Local Salaries are in accordance with the Local compensation plan
- Source Origin waivers are in place if necessary
- No new subcontracts are necessary

The information contained above is true and accurate and reflects our best estimate of the total activity's cost.

I understand that the Contracting Officer has 10 work days from receipt of this document to determine whether the proposed costs are fair and reasonable or request additional information. Otherwise I may proceed with those SOW activities. Only the Contracting Officer for the contract may modify the contract to change the scope, period, or ceiling, and the CO reserves the right to address after the 10 day review period any costs that may not appear to be reasonable, allowable or allocable.

Contractor Signature
Signature, Printed Name and Title

Date

I have reviewed the SOW and proposed budget, and find these items to be within the overall TO Scope of Work, and have reviewed the proposed budget associated with this activity and find it to be reasonable.

TOCOTR Signature
Signature, Printed Name and Title

Date

I have reviewed the proposed workplan and budget associated with this activity and find them to be reasonable.

Mission Activity Manager
Signature, Printed Name and Title

Date