



Regional Acquisition and Assistance Office

December 20, 2008

Subject: Request for Proposal (RFP) No. 674-09-013
Southern Africa Regional Environmental Program (SAREP)

The United States Government, represented by the U.S. Agency for International Development (USAID) Southern Africa/Office of Acquisition & Assistance in Pretoria, South Africa, in conjunction with the USAID/Southern Africa Regional Field Office in Botswana, intends to award a contract for promoting regional development based on improved management of transboundary natural resources and focusing on the integration of biodiversity conservation, climate change adaptation and access to clean water, health and sanitation services within a river basin context.

You are invited to submit a proposal in accordance with the requirements of the RFP. This procurement shall be conducted through full and open competition, under which any type of organization is eligible to compete. The procedures set forth in FAR Part 15 shall apply. The Government anticipates an award ceiling of approximately \$22-\$26 million for the contract, inclusive of a three year base period plus a two year option period and considering \$1 million in potential buy-ins from other missions and programs; however, the Government is in no way obligated to make an award within the above range. Cost proposals shall be evaluated as a part of a Best Value determination for contract award.

Offerors are encouraged to read the entire solicitation, which includes the closing date and time, all pertinent contract requirements, and the conditions and instructions required for submitting a proposal. All questions relating to this RFP must be submitted to Kent Howard at kjhoward@usaid.gov no later than **January 14, 2009, 16h00 (Pretoria time)**.

Sincerely,

Kent Howard
Contracting Officer
Office of Acquisition & Assistance

See procurement web site for Amendments made to this original solicitation.

Table of Contents	Page
PART I - THE SCHEDULE	1
SECTION A – SOLICITATION/CONTRACT FORM.....	1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	5
B.1 PURPOSE	
B.2 CONTRACT TYPE	
B.3 ESTIMATED COST, FEE, AND OBLIGATED AMOUNT	
B.4 LINE ITEMS.....	
B.5 INDIRECT COSTS (DEC 1997).....	
B.6 COST REIMBURSABLE.....	
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES.....	8
C. STATEMENT OF OBJECTIVES.....	
SECTION D - PACKAGING AND MARKING.....	14
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	
D.2 BRANDING STRATEGY FOR SAREP ACTIVITY	
D.3 BRANDING AND MARKING POLICY	
SECTION E - INSPECTION AND ACCEPTANCE	15
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	
E.2 INSPECTION AND ACCEPTANCE.....	
E.3 MONITORING AND EVALUATION.....	
SECTION F - DELIVERIES OR PERFORMANCE.....	16
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	
F.2 PERIOD OF PERFORMANCE	
F.3 PLACE OF PERFORMANCE.....	
F.4 DELIVERABLES.....	
F.5 PERFORMANCE STANDARDS.....	
F.6 REPORTS.....	
F.7 PROGRESS REPORTING REQUIREMENTS.....	
F.8 KEY PERSONNEL	
F.8 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	
SECTION G - CONTRACT ADMINISTRATION DATA.....	23
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	
G.2 ADMINISTRATIVE CONTRACTING OFFICE	
G.3 COGNIZANT TECHNICAL OFFICER (CTO).....	
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	
G.5 PAYING OFFICE.....	
G.6 ACCOUNTING AND APPROPRIATION DATA	

G.7 AIDAR CLAUSE 752.216-70, AWARD FEE 27

SECTION H - SPECIAL CONTRACT REQUIREMENTS 27

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE
H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)
H.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
H.4 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)
H.5 INSURANCE AND SERVICES
H.6 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES, (JUL 2007).....
H.7 AUTHORIZED GEOGRAPHIC CODE
H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION
TECHNOLOGY RESOURCES
H.9 LOGISTIC SUPPORT
H.10 LANGUAGE REQUIREMENTS
H.11 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR
INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT
H.12 EXECUTIVE ORDER ON TERRORISM FINANCING
H.13 REPORTING ON TAXATION OF US FOREIGN ASSISTANCE
H.14 GRANTS UNDER CONTRACTS
H.15 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY
H.16 USAID DISABILITY POLICY ACQUISITION (DECEMBER 2004).....
H.17 PERSONNEL COMPENSATION.....
H.18 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12).....
H.19 ENVIRONMENTAL COMPLIANCE
H.20 CONSENT TO SUBCONTRACTS

PART II - CONTRACT CLAUSES.....

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....
I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....
I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....
I.5 COMMUNICATIONS PRODUCTS (OCT 1994).....
I.6 52.227-23 RIGHTS TO PROPOSAL DATA(TECHNICAL) (JUN 1987).....
I.7 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)
I.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR
IMPROPER ACTIVITY (JAN 1997)
I.9 NOTIFICATION OF CHANGES (APR 1984).....
I.10 752.242-70 PERIODIC PROGRESS REPORTS (JULY 1998)
I.11 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990).....
I.12 INTERNATIONAL TRAVEL APPROVAL
I.13 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007).....
I.14 752.219-71 MENTOR REQUIREMENTS AND EVALUATION (JULY 2007)
I.15 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008).....

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....

SECTION J - LIST OF ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS.....

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

- K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE
- K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)
- K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)
- K.4 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)
- K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY
- K.6 SIGNATURE.....

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS 44

- L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
- L.2 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)
- L.3 52.216-1 TYPE OF CONTRACT(APR 1984).....
- L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)
- L.5 GENERAL INSTRUCTIONS TO OFFERORS
- L.6 DELIVERY INSTRUCTIONS
- L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL
- L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL.....
- L.9 INSTRUCTIONS FOR PREPARATION OF BRANDING AND MARKING PLANS.....

SECTION M - EVALUATION FACTORS FOR AWARD 60

- M.1 GENERAL INFORMATION
- M.2 EVALUATION CRITERIA.....
- M.3 EVALUATION SYSTEM
- M.4 COST PROPOSAL EVALUATION
- M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD.....

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

USAID programs in Southern Africa advance regional integration through activities that increase capacity for managing shared natural resources, improve social welfare, strengthen the health sector's capacity to respond to HIV/AIDS, and promote democratic principles and support economic growth.

The Southern Africa Regional Environmental Program (SAREP) will support the initiatives of the Southern Africa Development Community (SADC) that integrate improved water and sanitation services with strategies that address threats to ecosystem services and biodiversity within priority shared river basins. SAREP will also strengthen regional capacity to adapt and respond to effects of climate change.

B.2 CONTRACT TYPE

The Government contemplates award of a cost reimbursement completion type contract resulting from this solicitation. The type of fee structure has yet to be determined (see Section L.8 for further details). For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in section E.

B.3 ESTIMATED COST, FEE, AND OBLIGATED AMOUNT**(a) Base Period of Performance**

(1) The estimated cost for the performance of the work required hereunder, exclusive of fee(s), if any, for the base period is _____. The estimated cost plus all possible fees, if any, is _____.

(2) Within the estimated cost plus all possible fees (if any) specified in paragraph (a)(1) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is _____. The Contractor shall not exceed the aforesaid obligated amount.

(b) Option Period of Performance

(1) The estimated cost for the performance of the work required hereunder, exclusive of fee(s), if any, for the option period is _____. The estimated cost plus all possible fees, if any, is _____.

(2) Within the estimated cost plus all possible fees (if any) specified in paragraph (b)(1) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is _____. The Contractor shall not exceed the aforesaid obligated amount.

(c) Buy-Ins from other Mission Programs

(1) The estimated cost for the performance of the work under this contract through buy-ins from other USAID programs has not been determined, but a budget of one million dollars (\$1 million) is allowed in the overall contract ceiling price for the base period to permit buy-ins to expand the performance of tasks if and when deemed appropriate and acceptable by the parties. No (zero) fee will be applied to buy-ins from other USAID Missions. The estimated cost for buy-ins associated with this ceiling amount is \$_____.

(2) Within the estimated cost specified in paragraph (c)(1) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor for performance hereunder is \$_____. The Contractor shall not exceed the aforesaid obligated amount.

(d) Funds obligated hereunder are anticipated to be sufficient to support performance through approximately _____.

B.4 LINE ITEMS

Item	CLIN	Base Period (Years 1, 2 and 3)	CLIN	Option Period (Years 4 and 5)
Total Cost Excluding Grants	001		004	
Grants under Contract	002		005	
Fee	003		006	
Core Program Total Estimated Cost plus Fee				
Buy-Ins	007	\$1,000,000		
Total Ceiling for Buy-Ins				
GRAND TOTAL				

B.5 INDIRECT COSTS

For the Prime Contractor:

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
TBD		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

For Major Subcontractor(s):

“Major Subcontractors” are those subcontractors whose proposed cost exceeds \$250,000 dollars”.

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
TBD		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

B.6 COSTS REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR clause 52-216-7, Allowable cost and Payment, AIDAR clause 752.216-70, Award Fee, and AIDAR clause 752.7003, Documentation for Payment.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES

Background:

The Southern Africa Regional Environmental Program (SAREP) will be implemented and funded under a framework USAID-SADC Agreement (Attachment 4). Per the SADC Agreement, an implementing partner will be selected to insure timely execution of activities toward achievement of goals and corresponding reporting. This RFP provides the basis for preparing proposals and selecting a contractor as the implementing partner.

Development Problem: The SADC water sector is characterized by high spatial and temporal variability, with frequent floods, droughts, and pockets of poverty with limited access to adequate water and sanitation services. All continental SADC countries share at least one of the 15 major trans-boundary rivers in the region. These shared basins represent approximately 70% of available surface water and territory of southern Africa. Major groundwater aquifers are also shared by neighboring nations. Several states in the region are approaching the limits of their readily available water resources. Water scarcity is a growing concern throughout the region.

Water scarcity coupled with inadequate planning, poor distribution, losses, diversions and contamination threatens to limit economic growth, deprive access to safe drinking water, and undermine efforts to alleviate poverty and conserve biodiversity in the region. Recent reports from the Intergovernmental Panel on Climate Change and supporting models predict that the Southern Africa region will become increasingly drier and hotter due to climate change thereby exacerbating development challenges and hastening losses in biodiversity. Climate change may also increase the frequency and intensity of extreme meteorological events (droughts, floods, fires). Water resources, biodiversity, human health and livelihoods are inextricably interconnected. Tourism based on water and wildlife is one of the most important economic growth sectors for regional employment. Addressing regional water issues and reducing environmental threats will therefore have significant economic benefits for the region.

Initiatives to Address the Problem: The revised SADC Protocol on Shared Watercourses (hereafter referred to as “the Protocol”) was signed in 2000 and entered into force through ratification by two thirds of SADC member states in September 2003. The Protocol provides regional standards for trans-boundary water resources management and calls for the creation of regional institutions to promote sustainable, equitable and environmentally sound management of shared water ecosystems. Per the Protocol, the regional institutions, generically described herein as “River Basin Organizations” (RBOs), provide a forum for riparian countries to coordinate on water-related issues, including regional planning, regulation of water removals and infrastructure development, legal and policy harmonization, coordination of information and data, and environmental protection. SADC, through the Water Division of its Infrastructure and Services Directorate, has developed a Regional Strategic Action Plan (RSAP-2) for Integrated Water Resources Development and Management (IWRDM). The RSAP-2 aims to assist in the development of river basin institutions within the region, share best practices on IWRDM among SADC member states, facilitate coordination among international cooperating partners and promote other steps necessary to implement the Protocol.

The U.S. government, through the USAID Southern Africa Mission based in South Africa and the Regional Botswana Field Office based in Botswana supports the SADC Vision, Revised Protocol and RSAP-2 under the framework Agreement signed in April, 2006. The Agreement supported the ongoing USAID-OKACOM Integrated River Basin Management (IRBM) Project that began in 2004 and is scheduled to conclude by March, 2009 (see supporting documents in Attachment 3). Several activities under OKACOM auspices, including a Strategic Action Plan, require additional support to reach fruition. OKACOM has supported initial steps for integrated land use planning for biodiversity conservation and protection of ecosystem services in the trans-frontier region of the Okavango River Basin. SAREP is expected to build on successes to date in partnership with OKACOM, SADC and other agencies, while integrating assistance to improve regional cooperation in management of shared river basins with the goals to conserve and protect biological diversity and improve access to water supply and sanitation. USAID expects to continue a strategic partnership with the US Forest Service to provide technical assistance in areas that offer comparative advantages over the life of the project (See Attachment 6).

C. Statement of Objectives

This section describes the objectives of the Southern Africa Regional Environmental Program and is provided in lieu of a Government Statement of Work (SOW). This approach provides potential offerors flexibility to develop cost - effective solutions and an opportunity to propose innovative alternatives to achieve the goals and results described in the RFP. It also allows the Government an opportunity to assess the offerors' understanding of the effort to be performed by eliminating "how to" instructions. ***Responsive proposals will clearly describe an effective and integrated approach to achieve the objectives described in this section.*** At contract award, the contractor-proposed performance work statement as finally approved by USAID will be incorporated into the contract as Section C.

C.1. Regional Objectives - SADC Vision, Regional Strategic Action Plan, RBO Plans

SAREP serves as the principle implementing mechanism for the USAID-SADC Agreement for improved management of shared river basins, biodiversity conservation and water supply and sanitation. It also provides an opportunity for continuity of selected activities in the Okavango River Basin with the Permanent Okavango River Basin Water Commission (OKACOM). SAREP will support an approach that is consistent with the SADC Water Vision statement - equitable and sustainable utilization of water for social and environmental justice, regional integration and economic benefit for present and future generations – and that effectively integrates regional, programmatic, and management objectives as described below.

- a) **Build Capacity for Water Governance:** Strengthen cooperation and capacity of regional institutions to implement the Protocol and to promote public participation in integrated water resource development and management while protecting ecosystem health and sustainability. Increase awareness, skills and capacity of stakeholders (ranging from policy makers to practitioners) to manage water, wildlife and riparian ecosystems that cross boundaries. For example, this may include increased adaptive capacity to mitigate and cope with impacts of climate variability on shared resources and optimize responses to extreme weather-related events (floods, droughts, fires).
- b) **Support Basin-level Plans and Priorities:** RBOs such as OKACOM are developing plans for action that include elements consistent with this statement of objectives. Proposals should contribute to regional development priorities and support clear strategies for building informed local constituencies for sustainable development. SAREP activities should also address priority threats to health in the region: HIV/AIDS and lack of clean water and adequate sanitation.
- c) **Integrate Transboundary Infrastructure and Land Use Planning:** Improve design, implementation, operation and sustainable maintenance of water supply and sanitation services (WSS). Sustainable WSS requires an integrated planning approach which supports long term ecosystem health and conserves biodiversity. It also requires specific activities to monitor and protect water sources.

C.2 Programmatic Objectives for Biodiversity, Water Supply, Climate Change, HIV/AIDS and Regional Environmental Program Activities in Southern Africa

SAREP contributes to USAID/Southern Africa's Operational Plan under the Environment (4.8) and Health (3.1) Program Areas of the Foreign Assistance Framework (see Attachment 4). More specifically, SAREP focuses on Element 4.8.1 for Natural Resources Management and Biodiversity Protection and Element 3.1.8 Water Supply and Sanitation. SAREP will also address Element 4.8.2 Clean Productive Environment (Climate Change) and Element 3.1.1 HIV/AIDS.

SAREP will be initially funded from congressional earmarks and must comply with the corresponding objectives, codes and standards as defined by USAID for each source of funding described below. Full definitions and descriptions currently in use by USAID are included in Attachment 2. Note that definitions are subject to change based on congressional and USAID guidance.

Working within the framework established by USAID/Southern Africa's Operational Plan, SAREP will achieve the following:

- a) Protect Biodiversity and Ecosystem Services. Activities must have biodiversity conservation as an explicit objective, address threats to biodiversity in biologically significant areas and have associated indicators for biodiversity conservation.
- b) Increase Access to Water Supply and Sanitation. Activities must increase access to safe drinking water supply and sanitation services, better quality of services and/or hygiene promotion and include indicators to track progress towards stated drinking water supply objectives.
- c) Address Global Climate Change. Activities must seek climate change related outcomes and monitor impacts using one or more Global Climate Change (GCC) indicators. Activities that support “adaptation” must address vulnerabilities identified in GCC assessments.
- d) Integrate HIV/AIDS prevention and treatment. Creative activities that support regional HIV/AIDS program results and indicators, are not duplicative of others’ efforts, and build on the comparative advantages of other SAREP elements and relationships. Note: HIV/AIDS information and support is limited or unavailable in some of the trans-frontier areas where SAREP will focus.

Each of the four areas identified above must be addressed by SAREP. The estimated share of total funding by programmatic area is as follows:

Biodiversity	45%
Water supply and sanitation	40%
Climate change*	10%
HIV/AIDS*	5%
*Earmark funding estimated to begin in year two	

Funds must be tracked by the earmark allocations each fiscal year. Responsive proposals must describe how activities will be distributed among earmark categories above and justify attributions consistent with the respective definitions and codes. Current definitions for earmark compliance are provided in Attachment 2. The biodiversity code and definition is maintained at the following website: http://www.usaid.gov/our_work/environment/biodiversity/code.html

Additional programmatic objectives for this program – many of which are mutually reinforcing among other objectives – include the enhancement of:

- e) Benefit Sharing. Contribute to increased awareness and application of principles of sharing benefits for mutual gain within the context of trans-frontier resource management.
- f) Focus on activities appropriate for a regional platform. Advance the “subsidiary principle” whereby a regional program should not support work that can be better and more appropriately done bilaterally. See the guidelines for regional activities (Attachment 3).
- g) Stakeholder participation. Local ownership of proposed projects and activities is a critical element of success. The approach should reinforce appropriate roles and involvement for the type and scale of proposed activity (from regional organizations to local level), based upon best development practices.
- h) Leveraged resources. Optimize efficiency by building synergies among activities and goals. This is critical within the framework of regional programs in the same geographic areas. Additional non-USAID funds and resources may be leveraged through direct buy-ins, joint implementation of activities, and building direct links between program beneficiaries and third parties (private sector, other donors, etc.).
- i) Aid Effectiveness. Ensure that the program complements current and planned activities of other donors and the USG (including bilateral programs) in the region. SAREP shall strive to improve donor aid effectiveness

consistent with the Paris Declaration on Aid Effectiveness and regional agreements on collaboration and coordination in water and environmental sectors (see Attachment 4).

- j) Capacities of local partners. Local organization(s) should be strengthened while contributing to project implementation. Emphasis shall be given to working with and through local organizations. The contractor is expected to utilize local partners to the maximum extent possible and shall expand the number of and increase the capacity of local organizations by involving them directly in program planning and implementation.
- k) Institutional sustainability and linkages with local governance. SAREP shall strive to build lasting results. Long term impacts are important and will require strong local institutions to maintain infrastructure and continue the practices and approaches developed under the program.

C.3 Management Objectives

Complementing and contributing to the regional and programmatic objectives above are the following set of management objectives:

- a) *Utilize Local Resources.* Build local capacity: Build local institutional capacity not only as a project output but as an integral part of program implementation. Utilize local people in key personnel positions as a means of ensuring strong linkages with local realities and to build management capabilities in Southern Africa. This includes purchasing products and services locally and regionally when appropriate.
- b) *Consider gender, culture and equity.* Use gender and cultural assessments of program plans and impacts as a management tool for achieving and reporting on results (men/women) and to better and more explicitly address development challenges. All work shall consider rights and needs of local people, especially the historically marginalized sectors of society (indigenous populations, internally displaced persons, women and girls, landless poor, refugees, etc.).
- c) *Be Flexible.* Ensure the program has a strong core focus that allows for future geographic and programmatic flexibility. The program must be agile in the face of dynamic political and economic changes in the region. There is a requirement for a high degree of adaptability and creativity on the part of the contractor. As the overall program moves forward, the contractor may be required, in conjunction with USAID, to implement activities in different geographic areas of the region. For example, this may involve implementing projects in response to buy-ins from bilateral missions in the region, or to respond to humanitarian crises that arise.
- d) *Tell the story.* Provide clear, concise and timely reports meeting counterpart and USG needs (see Section below on Reports). Produce quantitative and qualitative indicators that best capture and tell the USG story in the field. This communication objective is three-fold: 1) to increase awareness of the program among USG and other donor counterparts; 2) communicate on issues of importance in a timely manner for improved awareness and participation of civil society; and 3) to promote informed planning and decision making affecting the region's natural resources.
- e) *Environmental Management and Compliance.* Establish exemplary procedures that demonstrate how environmental compliance contributes to optimizing development outcomes and sustaining improve livelihoods.
- f) *Integrate objectives* noted above. Integrate the core programmatic activities (Section C.2) to the fullest extent possible in terms of counterparts, geographic foci, planning, and mutually reinforcing results.

C.4 Description of Scope and Results

This contract will focus on building regional capacity for integrated river basin management and climate change adaptation, addressing threats to water quality and biodiversity, and providing access to improved water supply and sanitation services. A set of core indicators shall be approved for periodic reporting to reflect selected standard

performance measures used in Operational Plans. A minimum set of proposed indicators for the results presented below is provided in Section F.6 and offerors are requested to present quantified annual targets toward achievement of results using those indicators. Additional indicators may be proposed to capture the results and impacts of a proposal. Use of standard USAID indicators is preferred (See Attachment 3 for further discussion).

Results are performance-based outcomes. All results should contribute to development priorities for reducing poverty in the region. The current program design and Operational Plan target the following results:

1. Improved cooperation and management of shared river basins
 - a. Science-based system in place to support regional planning and resource (water) allocations
 - b. Institutions provide more effective services for basin-scale planning, WSS and biodiversity conservation.
2. Protection of biodiversity and ecosystem services
 - a. Threats to biologically important areas identified, monitored and addressed
 - b. Program activities implemented to address critical, priority threats to biodiversity and improve welfare of local communities
 - c. Biologically important areas under effective biodiversity management
3. Increase access to safe water and sanitation
 - a. More people with access to drinking water supply and sanitation services
4. Strengthened institutional capacity for basin management and GCC adaptation
 - a. Mechanisms for regional collaboration function to avoid or mitigate conflicts over shared resources
 - b. Tools, procedures and human capacity in place for improved basin-wide planning, management and response to climate variability (floods, drought, fire)
5. Regional, national and local planning and development activities are substantially improved
 - a. Integrated planning increases value of investments in WSS and biodiversity conservation
 - b. Development plans are improved to more efficiently and effectively achieve multiple millennium development goals (poverty alleviation, environmental conservation, drinking water supply)
 - c. More people with information and access for HIV/AIDS prevention and treatment.

C.5 Geographic focus:

There are considerable comparative advantages to an approach that builds on the past investments and existing relationships with SADC, OKACOM and international cooperating partners (ICPs) in the region (particularly GTZ, SIDA, and the GEF-UNDP EPSMO Project) associated with the Okavango basin. USAID will consider all responsive proposals to achieve programmatic objectives and results. Building on current Okavango activities as one element of the new program is likely to offer advantages in terms of effectiveness and efficiency. Proposals may also consider SADC-wide activities where appropriate to achieve results. Any activities that are focused on a specific river basin or geographic area will ultimately require endorsement of a corresponding regional partner that is recognized by SADC (e.g. an RBO such as OKACOM in the Okavango basin, or related regional project such as KAZA) and their corresponding mandates, charter, priorities and strategic plans.

Over the life of the program, activities are expected to expand to other basins or sub-basins in response to needs and opportunities, synergies with other donors, comparative advantages of the parties, and available funding. Expansion to other shared river basins or sub-basins will need to be carefully planned with regional counterparts and partners, coordinated with other ICPs, and justified in terms of the desired results. The neighboring Luiana-Kwando sub-basin and associated ecosystem is an area targeted for potential future expansion. This sub-basin shares a landscape with and interacts ecologically with the Okavango River basin. Activities there will build upon existing relationships and progress in the Angola-Namibia-Botswana frontier zones.

C.6 Basic Proposal Requirements

In addition to complying with instructions and requirements described in other sections of this RFP, to be considered responsive, a proposal must clearly describe and quantify measurable outputs, impacts and progress to be achieved in support of the results described in section C.4 using objectively verifiable indicators; key inputs and processes (proposed contractor interventions) that logically lead to those results; how the proposed interventions fit earmark requirements described in Section C.3; and in the cost/business proposal, the allocation of resources among results and earmark categories.

C.7 USAID Development Principles - Approach to Proposal Preparation

The scope and objectives above reflect USAID's development principles: (a) ownership—promote local stakeholder participation throughout the process; (b) capacity-building—involve local institutions in a manner that transfers technical skills; (c) sustainability and selectivity—identify approaches that produce enduring impacts; (d) partnerships—insure close collaboration with implementing partners, USAID Missions, other donors and stakeholders; and (e) results—focus limited resources to achieve clearly defined, measurable and strategic results¹. The current program scope and a draft Concept Paper for follow-on work distributed previously, were developed through processes that welcomed input from partners and customers – especially SADC, OKACOM, bilateral Missions and embassies in Angola, Namibia and Botswana. Integrating technical assistance with local ownership and capacity-building are fundamental to support USAID's core goal for “transformational development.”² Therefore, broad stakeholder input should be sought to help identify opportunities to better achieve results and adapt USAID program activities to changing circumstances in the region. Proposals should be developed in a manner that continues to reinforce a transparent and consultative approach.

[END OF SECTION C]

¹ USAID Principles of Development and Reconstruction Assistance, from USAID Policy home page, http://www.usaid.gov/policy/2005_nineprinciples.html (PPC, 2005). However, these may be revised under the new framework for foreign assistance (see below).

² USAID's Policy Framework for Bilateral Foreign AID promotes transformational development as a core goal and defines it as: changes in governance and institutions, human capacity, and economic structure that help countries sustain progress while reducing poverty, promoting gender equality, ensuring environmental sustainability, and achieving other Millennium Development Goals on a lasting basis. http://www.usaid.gov/policy/policy_framework_jan06.pdf

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities, shipping containers, 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) Guidance on marking requirements should be confirmed prior to procurement of commodities to be shipped as such guidance may change periodically. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

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

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

D.2 BRANDING STRATEGY

The branding strategy for this contract as specified in USAID ADS **320.3.2.1** is as follows:

Program Name	:	Southern Africa Regional Environmental Program (SAREP)
Branding	:	Branding shall incorporate the message: The assistance is “from the American People jointly sponsored by USAID and the Southern African Development Community (SADC)”
Desired Level of Visibility	:	USAID identity must be appropriately displayed in: commodities or equipment; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and all promotional and informational products; and events.
Organizations to Acknowledged	:	The branding may acknowledge other organizations deemed as partners of an event or deliverable.

D.3 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3. MONITORING AND EVALUATION

The progress, success and impact of the contractor's performance under this contract will be monitored and evaluated as a part of the overall activity results.

Quality Assurance Surveillance Plan (QASP): The QASP is a management tool with the intent of encouraging maximum performance, efficiencies, and cost effectiveness by the contractor and can be modified at any time by the Government. One component of the QASP will mirror the Mission Performance Management Plan (PMP) for this program and will incorporate by reference the "Performance Indicator Reference Sheets" associated with the PMP (see Attachment 3). Any standard USAID indicators selected for measuring progress require a corresponding Reference Sheet to define the indicator and describe how it will be measured. The QASP shall also consider progress metrics for inputs, outputs, process and results that are relevant for effective monitoring of contractor performance. The QASP shall be consistent with USAID guidance for monitoring progress and data quality assurance per ADS 203 (See Attachment 4).

The QASP will be used as a Government document to enforce the inspection and acceptance clauses of the contract. The QASP may require adjustment after key decision points (selection for award to reflect final proposal; approved strategic plan and work plans). The QASP is intended to be a "living" document that should be reviewed periodically in conjunction with contractor performance reviews and updated if needed. It is based on the premise that the contractor, not the Government, is responsible for managing and ensuring that quality controls meet the terms of the contract.

The Government reserves the right to modify performance standards and/or metrics during the life of this contract in order to ensure that the right outcomes are being assessed and that the performance standards are appropriate. The CTO will ensure that QASP is implemented and updated.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989 ALTERNATE I (APR 1984)

F.2. PERIOD OF PERFORMANCE

The period of performance for this contract is as follows: three-year base period from award date plus one (1) two-year option period. The Government reserves the right **not** to exercise the option period. The exercise of the option period will be subject to factors including, but not limited to, good performance of the contractor under the base period and availability of funds.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be principally in the Southern African Development Community region, focusing in selected shared river basins to include (but not limited to) the Okavango basin in Angola, Namibia and Botswana.

F.4 DELIVERABLES

In addition to other required reports and deliverables in this Contract, the Contractor shall deliver the following:

TBD as negotiated with successful offeror based upon the offer's negotiated proposal and QASP.

F.5 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance toward achievement of the objectives in Section C will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Performance will be evaluated in accordance with the standards set forth in this Section F and using definitions and procedures to be documented in the approved QASP (Section E). The contractor shall provide suggestions for improving, integrating and streamlining the Performance Management Plan (PMP) and QASP reporting whenever appropriate to enhance efficiency and effectiveness.

F.6 REPORTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the USAID CTO:

1. Life of Project Work Plan

- a. Within ninety (90) days of commencing work or other such date approved by USAID, the Contractor shall submit a life-of-project work plan based on consultation and input from partners and stakeholders in the region.

2. Annual Work Plans

- a. Within (90) days of commencement of the contract, and within thirty (30) days after the commencement of each subsequent fiscal year, the contractor shall submit a work plan for USAID approval. Work plans should include specific benchmarks and targets directly associated with the results and approved indicators.
- b. Work plans shall include brief narratives complemented by tables reflecting targets and progress to date for the approved indicators and any other measures agreed to in the QASP. Unless agreed otherwise in writing, Work Plans will contain:
 - i) Performance measures and benchmarks for the year in terms of process, inputs, outputs and results, organized by program sector (Section C.2, a-d) and the corresponding budget allocation;
 - ii) Target completion dates for milestones and key events;
 - iii) Concise explanation, where applicable, of how planned activities will be integrated within the project and with other programs (private and public, including bilateral USAID programs); and,
 - iv) Environmental compliance review and planning (see Section H.19)
 - v) Sustainability issues and potential constraints to implementation.
- c. The Contractor will consult closely with regional partners and stakeholders when developing annual work plans. To this end, the contractor will facilitate reviews with key stakeholders each year in a manner that allows the results from prior progress to be considered in the development of subsequent annual plans.

3. Analysis of Cross-cutting Issues

- a. Within 180 days of commencing work, the contractor will perform and provide the CTO with an analysis to determine the extent to which historically marginalized sectors of the population (women, girls, indigenous groups) are expected to participate and benefit, including the degree to which the strategic implementation plan is expected to reduce disparities and improve the situation of disadvantaged groups. The analysis will also identify opportunities to address priority health and nutrition needs related to water, sanitation and HIV/AIDS.

4. Quality Assurance Surveillance Plan (QASP)

- a. The contractor shall submit an updated version of its Quality Assurance Surveillance Plan (QASP) if necessary to reflect the final proposal accepted for contract award. The QASP describes how the contractor will ensure that service or quality levels are achieved and verifiable.
- b. The QSAP will incorporate an approach to ensure that progress toward program results is measured and properly documented in timely manner.
- c. The QASP should be designed to easily comply with requirements under the strategic framework for foreign assistance and for common indicators and reporting requirements of USAID at both Mission and Agency levels. The QSAP may require subsequent updates to account for changes in USAID policies, programming and funding sources.
- d. QASP and related reporting must provide USAID with the information needed to document and report on progress and implementation under earmarks, directives and measures set forth in the Performance Management Plan (PMP) for SAREP (See Attachment 3). This aspect of the QASP requires ongoing consultation with the USAID CTO and the Bureau for Foreign Assistance.

5. **Close-out Plan.** The contractor will provide a program closeout plan for all activities associated with this project to the CTO no less than 180 days before the contract completion date.

F.7 PROGRESS REPORTING REQUIREMENTS

The contractor shall submit the periodic reports detailed below to the offices as indicated.

1. **Monthly Status Updates.** The contractor will submit an electronic, one-page Monthly Status Update that summarizes key issues that merit USAID attention and awareness. The report will include two sections: (a) “monthly highlights” in format appropriate for sharing with a wider audience and (b) implementation issues for USAID internal consideration. The monthly highlights section shall include key achievements over the past month and important upcoming events and international travel of interest to USAID and regional partners. The implementation issues section shall discuss actual and foreseen problems that may inhibit performance. These reports may also provide suggestions on possible future interventions to improve efficiency and effectiveness in achieving program objectives. USAID may request that points be added to specific monthly reports in response to information requests from management or partners. The report should be submitted to the CTO within 10 calendar days of the end of the reporting period (month).
2. **Quarterly Reports.** The contractor shall prepare quarterly reports in an agreed format with concise information on project progress relative to expected results and outcomes. The report shall include: (a) Quarterly summary for key partners (such as OKACOM, SADC, other donors) comparing milestones planned versus achieved and planned milestones next quarter. Milestones shall include relevant publications, events and training data. (b) “What’s New” will provide content highlighting a key achievement or event in a format appropriate for wide distribution (including partner newsletters, local press, and webpage). (c) Progress per QASP benchmarks and discussion of implementation issues that may inhibit or enhance contractor performance. (d) Environmental compliance issues (Section H.19). Quarterly reporting shall begin after the end of the first quarter from the contract award. The quarterly report is due to the CO and CTO on or before 15 calendar days following the end of each quarter.
3. **Quarterly Financial Reports.** A quarterly financial report is due to the Office of Financial Management (OFM) of USAID/Southern Africa, CO and CTO on a schedule to be confirmed in the QASP. This report shall provide accounting of project reimbursements, accrued expenditures through the quarter, projected expenditures in subsequent two quarters, and any unexpected cost issues that impact approved budgets and deliverables. The reports should provide explanation for any significant changes in funding spending patterns, e.g. pipelines and burn rates. Expenditures shall be tracked by programmatic objective (earmark) and FY, and any additional detail as agreed by the parties.
4. **Semi-Annual (Supplement to Quarterly) Report.** The contractor will provide contributions to meet USAID management requirements for semi-annual reviews of progress in a format and schedule to be confirmed by USAID/Southern Africa. The purpose of the Semi-annual supplement is to facilitate USAID management review of program implementation, progress and issues, as well as compliance with all reporting requirements for USAID headquarters under the Framework for Foreign Assistance. For planning purposes, this supplement is currently expected to include the following:
 - a. Short (paragraph) implementation summary by Program Element (See Annex 2 for USAID definitions of Program Elements).
 - b. Table on progress against targets for indicators (see preliminary indicators proposed below). The table will include: (a) indicators in the SAREP PMP and (b) additional measures approved in the contractor QASP.
 - c. Short narrative highlighting additional progress toward objectives and results during the period, with reference to QASP performance targets, cross cutting issues and Work Plan as appropriate.
 - d. Pipeline analysis (summary financial table and projected expenditures)
 - e. One paragraph summary referencing “Success stories”³ generated during the reporting period;

³ Success stories could include any of the standard USAID-formatted articles for public outreach found at www.usaid.gov/branding/branding.html.

- f. Implementation/management issues and concerns including status of environmental compliance;
- g. Supporting data in Annexes to include: (i) updates when appropriate to the SAREP biodiversity narrative (half page to reflect any new data or insights during the period on threats and actions taken to address them per Sec 118/119 of FAA; see Annex 10); (ii) separate summary on any bilateral Mission buy-ins, earmarks and special initiative narratives or tables (if/as required by USAID); and (iii) any Success Stories prepared during the period.

Indicators for Semi-Annual reporting: The following indicators are proposed to support USAID Operational Plans and Performance reporting on a semi-annual basis or as required by USAID. See Attachment 3 for a link to definitions and further guidance. Definitions and minimum indicator reporting requirements are subject to change.

of hectares (area) under improved natural resources management
of hectares of “biologically important areas” under improved management
of people with access to improved drinking water supply
of people with access to improved sanitation services
of people with increased adaptive capacity to cope with climate variability*
of people with information and access for HIV/AIDS prevention and treatment*
of people trained in direct support of program objectives (see Attachment 13)
* Reporting may begin later; funding for these activities expected to begin in year two

People indicators must include disaggregation by gender. Data may be further disaggregated as appropriate per the cross-cutting issues assessment and as agreed in the QASP. Additional contract performance indicators will be approved in the QASP and in updates to the SAREP PMP to measure progress toward the contract objectives.

Quarterly and Semi-Annual Reports Schedule for Submission:

- Q1: January 1 to March 31, with Semi-Annual Supplement
- Q2: April 1 to June 30
- Q3: July 1 to September 30, with Semi-Annual Supplement
- Q4: October 1 to December 31

- 5. Annual Reports. The contractor shall prepare annual reports to summarize project progress relative to expected results and outcomes as outlined in work plans and against contractual deliverables. Annual reports will have two components: (a) A concise report rolling up quarterly reports with a short summary for public audiences (such as SADC, OKACOM, other donors and stakeholders); and (b) accounting of progress against metrics for inputs, process, outputs and results per the QASP, and other information in standard formats required for USAID Annual Performance reporting. Part (b) will consist of: (i) an annual summary of the corresponding semi-annual reports; (ii) a list of deliverables, reports and publications submitted during the year (by date/status), and (iii) concise narratives or a table to reflect any additional contract requirements such as: (a) Public-Private Partnerships, (b) donor coordination, (c) participation and benefits associated with gender and marginalized populations, (d) activities implemented under buy-ins, and (e) other relevant health, sanitation and HIV/AIDS activities and results. The annual report will serve as a basis for project evaluation, audit and management decision-making for budgetary considerations. It is essential that the annual report is complete, accurate and timely. Annual reports are to be submitted to the CO and CTO by Oct 15 each year. Depending on the award date, the first Annual Report may not cover 12 months of activity.
- 6. Project Activities and Follow-On Report. The contractor will produce a Project Activities and Follow-on Report with detailed and concise information describing accomplishments and results as well as a detailed description of the development context before and after the intervention. This report will consider the strategic plan, objectives, results, and other project benchmarks or achievements. The report will address, in a separate section, lessons learned, best practices and an analysis of further development issues to be addressed in the geographic work zone, including ways forward with particular reference to project elements that were unattainable or particularly challenging and how these

challenges could be overcome in future interventions. The report shall be prepared with active consultation and input from program stakeholders. The draft Project Activity and Follow-on Report will be submitted to the CTO for review and consideration at least 100 days PRIOR to the final contract completion date to support design and planning for subsequent USAID interventions. A revised or final version will be submitted as an addendum to the Project Close-out Report, next item below.

7. Project Close-out Report. This report will be submitted in lieu of a final Annual Report for the last year or partial year of the project. The Project Close-out Report will provide a full and final accounting for progress against all benchmarks, indicators, and tasks assigned in the contract or by technical directive covering the life of project. The report shall include a specific section on implementation of USAID environmental regulations and assess the effectiveness of the process, status of planned and implemented mitigations and any other requirements set forth in the corresponding Initial Environmental Examination (IEE) or Environmental Assessment as applicable (Section H.19). The Project Close-out Report will incorporate a final version of the Project Activities and Follow-on Report (discussed above) and may include any relevant information associated with the final months of program implementation as an annex.
8. Success Stories. The contractor shall periodically present success stories that highlight the ways the program is succeeding or is benefiting local people. 'Success Stories' should be prepared whenever a major achievement or personal testimonial merits documentation and public dissemination. They provide information that demonstrates the impact that the program has had through stories, quotes and photos. Once implementation is underway, the contractor shall present at least two success stories in the stipulated formats (from USAID Branding web site) within each six month period and include them along with the corresponding semi-annual reports.
9. Geo-referenced Data Contributions. The contractor shall maintain geo-referenced identification data for key field activities and any site-specific interventions valued over \$50,000. In the future, USAID may implement a standard management information system to track projects that incorporates geospatial information. At such time, the contractor will be required to contribute by entering data into an electronic information retrieval system.
10. Other Reports. Partner institutions (SADC, OKACOM, KAZA) may require documentation based on procedures and guidelines they establish for activities in the region. Example: the contractor will be responsible for contributing to the maintenance of updated and accurate donor coordination information regarding activities under the contract. Such reports will be described in annual work plans and the QASP. Other requirements may arise from earmarks, special initiatives and buy-ins. Example: the Paul Simon Water for the Poor Act describes reporting requirements related to river basin activities funded by the USG. In these cases, guidance will be provided as it becomes available and will be reported as discussed in the Semi-Annual Report section above.
11. Foreign Tax Reports. Standard report will be issued for each Fiscal Year and delivered prior to November 17 each year (see Section H.13).

The contractor shall maintain documentation of official acceptance and approval by USAID of the reports and deliverables required in this contract. The CTO shall document receipt of draft deliverables and provide subsequent comments or approvals in writing.

Summary: Schedule for Recurring Deliverables

The following reports should be submitted electronically to the Cognizant Technical Officer (CTO) and any others designated by USAID in this section F.7:

Monthly Updates: within 10 days of the end of the month.

Quarterly Reports: within 15 days following the close of the respective quarter.

Semi-Annual Reports: by April 15 and October 15 of each year.

Annual Work Plans: by September 15 of each year.

Annual Reports: by October 15 each year

Success Stories: As soon as possible after each “success” with a minimum of two success stories presented within every six month period after the contractor begins work.

F.8 KEY PERSONNEL

A. The key personnel the Contractor shall furnish for the performance of this contract are as follows:

To be specified by the offeror and incorporated into the contract at time of award

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

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

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID’s Development Experience Clearinghouse (DEC) copies of summary 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. These reports include approved documentation of: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two 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. The contractor shall clear all reports through USAID before final submission to DEC. Further guidance may be obtained from the Cognizant Technical Officer (CTO).

(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 CTO, the contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC,

within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

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

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. 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 are Portable Document Format (PDF) and Plain ASCII.

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

- a. USAID award number (contract, cooperative agreement, grant, etc.),
- b. USAID strategic objective title and number (if applicable),
- c. USAID project title and number (if applicable),
- d. USAID program area and program element,
- e. Descriptive title, (if non-English, a translation),
- f. Author name(s),
- g. Contractor or grantee name(s),
- h. Sponsoring USAID Agency operating unit(s), including the name of the current CTO,
- i. Date of publication, and
- j. Language of document.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures
[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/Southern Africa
Office of Acquisition and Assistance
100 Totius Street
P.O. Box 43
Groenkloof, 0027
Pretoria, South Africa
Tel: +27-12-452-2000 / Fax: +27-12-460-3177

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer will be designated by a CTO letter from the Contracting Officer at:

US Agency for International Development
Office of Acquisition and Assistance
100 Totius Street
P.O. Box 43
Groenkloof, 0027
Pretoria, South Africa
Tel: +27-12-452-2000 / Fax: +27-12-460-3177

G.4 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 scope of the work as detailed in Section C.

(b) The CTO is authorized by designation 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 a) above and require 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 "Cognizant Technical Officer" 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. This includes compliance with USAID and host countries' environmental regulations.
- (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 CTO 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 CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

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

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

(e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The preferred method of transmission of invoices is through electronic medium at the following address: invoice@usaid.gov. Subject line shall read Award No. and name of firm [*to be filled in at time of award*]. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Paper copy submission: One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

Office of Financial Management
USAID/Southern Africa
100 Totius Street
P.O. Box 43
Groenkloof, 0027
Pretoria, South Africa
Tel: +27-12-452-2000 / Fax: +27-12-460-3177

Financial Tracking and vouchering

It is likely that multiple resources of funds, e.g., supplemental funds, may be used to fund this contract. The contractor should be prepared to track the use of these multiple financial resources and performance measures associated with these funds. All vouchers should clearly mark the source of funds. Prior year funds should be disbursed first.

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
AIDAR 48 CFR Chapter 7		
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this [contract, agreement, amendment] 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 [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the CO.

H.4 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) Genetically Modified Organisms (GMOs),
- (7) Used equipment, or
- (8) 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.5 INSURANCE AND SERVICES

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

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

H.6 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (July 2007)

(Pursuant to class deviation OAA-DEV-2006-1c)

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

(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.

H.7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[to be filled in at time of award]

H.9 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.10 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultants shall have English and local language proficiency as needed, to perform contract requirements.

H.11 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractors will use the e-SRS to comply with the reporting requirement in FAR clause 52.219-9 “Small Business Subcontracting Plan” which will be made as part of this contract. Contractor will electronically route summary paper SF 295 report to the office of Small Disadvantaged Business (OSDBU) and electronically enter the SF 294 information into e-SRS (www.esrs.gov). The Contractor's subcontracting plan dated ____ is hereby incorporated as a material part of this contract.

H.12 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient 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/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

H.13 REPORTING ON TAXATION OF U. S. FOREIGN ASSISTANCE

(a) Annual Report. The contractor must annually submit a report on or before November 17 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at USD500 or more financed with U.S. foreign assistance funds under this contract during the prior U.S. fiscal year, and the amount reimbursed by the foreign government. [Reports are required even if the contractor did not pay any taxes during the reporting period.]

(b) Terms. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements;

(ii) "Commodity" means any material, article, supplies, goods, or equipment;

(iii) "Foreign government" includes any foreign governmental entity;

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

(c) Where. Submit the reports to: Office of Financial Management
USAID/Southern Africa
100 Totius Street
P.O. Box 43
Groenkloof, 0027
Pretoria, South Africa
Fax: +27-12-460-3177

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

(i) contractor/grantee name;

(ii) contact name with phone, fax and email;

(iii) agreement number(s) if reporting by agreement(s);

(iv) amount of foreign taxes assessed for each foreign government.

(v) amount of any foreign taxes reimbursed by each foreign government.

(e) Subagreements. The [contractor/grantee] must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

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

H.14 GRANTS UNDER USAID CONTRACTS

Under this contract the Contractor may execute grants on behalf of USAID. If the Contractor awards grants under this contract, the Contractor shall comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations (CFR) 22 CFR 226 and 22 CFR 216.

In addition, the following requirements shall apply to the grants awarded by the Contractor under this contract:

- a. The total value of any individual grant to any US non-governmental organization shall not exceed \$100,000.00
- b. The Contractor shall only execute grants under the contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID because either the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the Contractor.
- c. USAID shall be substantially involved in establishing selection factors and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the CTO shall have authority to approve the grant recipient selection.
- d. Requirements which apply to USAID-executed grants shall also apply to grants executed by the Contractor.
- e. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- f. The Contractor shall not execute or administer Cooperative Agreements on USAID's behalf.
- g. The Contractor shall close out all grants prior to the estimated completion date of this contract. The Contractor shall comply in all material respects with Contract Information Bulletin (CIB) 90-12 regarding grant close-out.

H.15 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered confidential 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.16 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/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 of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.17 PERSONNEL COMPENSATION

(a) Limitations:

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

salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (also referred to as USAID Contractor Salary Threshold (USAID CST)) published at <http://www.opm.gov/oca/08tables/html/es.asp>, as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

(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 non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return the employee promptly to the point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase of not more than **TBD%** (includes promotional increase) 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 USAID CST may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Cognizant Technical Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the USAID CST, whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(1) Non-overseas Employees.

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

(h) Compensation of Cooperating Country and Third Country Nationals (CCNs/TCNs):

Consistent with AIDAR 722.170(b), it is USAID policy that TCN/CCNs who are hired as local employees and whose salaries are 100% financed under an acquisition instrument be compensated in local currency, unless a Mission waiver has been obtained permitting compensation in dollars. Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, denominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

(i) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

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

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

Accordingly, before a contractor (including a PSC* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

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

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The contractor is required to include this clause in any subcontract that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.19 ENVIRONMENTAL COMPLIANCE

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.

Environmental Compliance Guidelines

USAID anticipates that achieving environmental compliance and optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP should therefore include their proposed approach to achieving environmental compliance and management, to include:

- The respondent's approach to developing and implementing an Environmental Mitigation & Monitoring Plan that incorporates the guidance from the approved Regulation 216 environmental documentation (the IEE or EA for this program or USAID Environmental Review Process for a grant under an award).
- The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
- The respondent's budget should reflect the costs of implementing the environmental compliance activities. For the purposes of this solicitation, offeror(s) should include costs for environmental compliance implementation and monitoring in the appropriate cost elements of their proposal.

The [contractor/recipient], in collaboration with the USAID Cognizant Technical Officer and the Regional Environmental Advisor or Bureau Environmental Officer, as appropriate, shall periodically review all ongoing and planned activities under this contract to determine if they are within the scope of approved Regulation 216 environmental documentation. This review should occur at least annually and immediately upon evidence or concern of non-compliance. The results of a compliance self-assessment and any joint reviews should be summarized in corresponding periodic reporting (semi-annual and annual reports).

Reports shall consider implementation of USAID environmental mitigation measures, "Best Practices" for Environmental Management, and new issues or conditions that may impact environmental compliance measures, and recommendations

when appropriate for improving the effectiveness of mitigation measures and compliance. The contractor's final report will include a specific section on the implementation of the Agency's environmental regulations (22CFR216), mitigation actions and their effectiveness throughout the life of the program.

If the [contractor] plans any new activities outside the scope 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. Any activities discovered that fall outside the scope of the approved Regulation 216 environmental documentation shall be suspended until an amendment to the documentation is submitted and written approval is received from USAID.

Environmental Compliance Obligations

Offeror environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this *RFP/contract*. In addition, the contractor/recipient *must comply with host country environmental regulations unless otherwise directed in writing by USAID*.

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."

See Attachment 8 for additional information.

H.20 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

Contractor Name

Services to be Performed

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
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	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	JUL 2006
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	SEPT 2006
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
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	SEP 2006

NUMBER	TITLE	DATE
52.222-36	ELIGIBLE VETERANS AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE U.S.	MAR 2008
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I (FEB 2002)	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	JUNE 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.209-71	ORGANIZATIONAL CONFLICT 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	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	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
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.7029	POST PRIVILEGES	JUL 1993
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

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

I.3 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six years.

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one of 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 these addresses:

<http://arnet.gov/far/>

<http://www.usaid.gov/business/regulations/>

I.5 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

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

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

I.6 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages *[to be inserted at time of award]*, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "rights in Data – General" clause contained in this contract) in and to the technical data contained in the proposal dated *[to be inserted at time of award]* upon which this contract is based.

I.7 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.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996(Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.9 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

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

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

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

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

I.10 752.242-70 PERIODIC PROGRESS REPORTS (JULY 1998)

(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 representative 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.

I.11 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of, or from which the Contractor or any subcontractor under this contract is exempt under the laws of, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.12 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference in section H) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference above), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the CTO's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

I.13 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007)

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

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

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

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

I.14 752.219-71 MENTOR REQUIREMENTS AND EVALUATION (JULY 2007)

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

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

I.15 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

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

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

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

Note: Requirements in this section are subject to periodic review and change. Please consult with the designated USAID contract official to stay informed of current requirements.

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

**ATTACHMENT
NUMBER**

TITLE

ATTACHMENT 1: LIST OF ACRONYMS

ATTACHMENT 2: DEFINITIONS

ATTACHMENT 3: APPLICABLE DOCUMENTS

ATTACHMENT 4: ADDITIONAL WEBSITES, DOCUMENTS AND REFERENCES

ATTACHMENT 5: INTERNATIONAL ORGANIZATIONS – OTHER DONORS

ATTACHMENT 6: U.S. AGENCIES

ATTACHMENT 7: INITIAL ENVIRONMENTAL EXAMINATION AND COMPLIANCE

ATTACHMENT 8: LIST OF POTENTIAL BIDDERS

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
 - (2) The small business size standard is \$6.5 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b)
 - (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) 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 (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (c) applies.
 - (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://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 have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

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 \$500,000 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 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 subparagraphs (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 subpart 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

K.4 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.5 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.6 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 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://arnet.gov/far>; (FAR)

<http://www.usaid.gov/pubs/ads/300/aidar.pdf> AIDAR; a Word version of the AIDAR is also available at

<http://www.usaid.gov/pubs/ads/300>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

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

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

(i) Offerors are responsible for submitting proposals, and any modifications *or* revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal. or revision is due.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(ii) (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225- 17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

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

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

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

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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

- (3) The Government may waive informalities and minor irregularities in proposals received,
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

The Government contemplates award of a cost reimbursement completion type contract resulting from this solicitation. The type of fee structure has yet to be determined (see Section L.8 for further details).

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Office of Acquisition and Assistance
USAID/Southern Africa
100 Totius Street
Groenkloof, 0027
Pretoria, South Africa

Mailing Address:

Office of Acquisition and Assistance
USAID/Southern Africa
P.O. Box 43
Groenkloof, 0027
Pretoria, South Africa

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

L.5 GENERAL INSTRUCTIONS TO OFFERORS

- (a) Multiple Awards. The U. S. Government anticipates awarding one contract as a result of this Solicitation. This Solicitation is **not** a small business set-aside. The Agency 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 partial credit under the applicable evaluation criteria. If an Offeror does not understand the instructions in this Solicitation, then it should write to the contracting officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet that deadline.
- (c) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (d) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.

(e) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;
- (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- (4) Submission of information required by Section L or any other section of this RFP.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required, including whether or not the offeror has a Secret level security clearance.

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

(g) Submission of Alternate Proposals. All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

L.6 DELIVERY INSTRUCTIONS

(a) Proposals submitted in response to this RFP will be received in the following manner:

DESIGNATED OFFICE:

Attn. Kent Howard
Office of Acquisition and Assistance
USAID/Southern Africa
100 Totius Street
Groenkloof, 0027
Pretoria, South Africa

Questions in response to this solicitation must be received in writing via e-mail only to: kjhoward@usaid.gov. NOTE: Each e-mail must contain subject line which clearly indicates the name of the Offeror and the solicitation number. All questions and requests for clarification must be received no later than **January 14, 2009 by 16h00 (Pretoria time)**. No questions will be accepted after this date.

(b) Closing Date and Time. All proposals in response to this RFP shall be due at the below address not later than **February 4, 2009 at 16h00 (Pretoria time)**.

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

RFP No.: 674-09-013
(Title): "Southern Africa Regional Environmental Program (SAREP)"

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

(d) Number of copies. An original and **three (3)** copies of the Technical Proposal are required. **One (1)** original **only** of the Cost/Business Proposal is required.

(e) Mailing Address:

Technical and Cost/Business Proposals **must** be hand delivered or sent via Courier Service to:

US Agency for International Development
100 Totius Street
Groenkloof, 0027
Pretoria, South Africa

Point of Contact: Kent Howard, Office of Acquisition and Assistance

NOTE: Offerors are responsible for ensuring timely delivery of proposals. If your firm utilizes the services of an independent agent to deliver proposals, please be certain they understand that additional time may be needed to allow for security review of any packages and that the closing date and time are firm. Any proposal not received in the designated office listed above by the closing date and time will be processed as late. For purposes of recording the official receipt of proposals, the date/time stamp by the Office of Acquisition and Assistance, USAID/Southern Africa will govern.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section M while addressing the *regional, programmatic and management objectives as well as basic proposal requirements*, described in Section C.

Therefore, technical proposals must be organized in the following manner:

- I. Technical Approach;
- II. Management Approach and Personnel;
- III. Annex 1 - Management Structure Organizational Chart;
- IV. Annex 2 - Biographical Data Sheets and Resumes;
- V. Annex 3 - Past Performance.

(b) Technical Approach (Section I) and Management Approach and Personnel (Section II) are limited to a **combined** total of **30 (thirty) pages**. Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively. Use a standard font of at least 11 pitch. ***Information submitted over 30 pages will not be evaluated.*** Note: A page that contains a table, chart or graph is subject to the 30-page limit.

(c) The following documents are **not** included in this page limitation:

- Table of Contents;
- Dividers;
- Annex 1 - Management Structure Organizational Chart;
- Annex 2 - Biographical Data Sheets and Resumes;
- Annex 3 - Past Performance.

Any critical information from annexes should be summarized in the Technical Approach and/or Management Approach and Personnel sections.

(d) Offerors shall address the program requirements for both base and option periods and include the information set forth below. The presentation of information in proposals should facilitate the analysis of the links between the PWS, QASP, management plan and a separate cost proposal (budget).

Again, Section I (Technical Approach) and Section II (Management Approach and Personnel) are limited to a **combined** total of **30 (thirty) pages**. *Information submitted over 30 pages will not be evaluated.*

I. Technical Approach [See Section M.2]

At a minimum the technical approach should include the following:

A. Performance Work Statement (PWS):

Offerors shall provide a PWS that will be incorporated into the contract upon award. The PWS will demonstrate the offerors' understanding of the requirements and describe measurable progress toward achieving the objectives and results in Section C of this solicitation. The PWS will propose a technical approach, strategy and structure for meeting the objectives and requirements of SAREP over the three to five year planning horizon. It should describe relationships, regional/local partners, non-USAID funds to be leveraged (i.e. private sector, donors, alliances), specific plans to achieve regional, programmatic and management objectives including environmental compliance, and exit strategies where relevant. The PWS should specify services to be performed in terms of inputs and process tasks along with corresponding products in terms of outputs, results and corresponding indicators. The PWS shall illustrate the links between inputs and SAREP milestones and deliverables by fiscal year. The schedule for completion of key steps, milestones and deliverables should show when results will be achieved and specify quantified targets for SAREP objectives using verifiable indicators, for the base and option contract periods. The schedule shall provide more detail for start-up (year one) activities consistent with guidance in Section F.6. Schedules should be presented in general timeframes rather than specified dates.

B. Performance Metrics and Measurement Plan /Quality Assurance Surveillance Plan (QASP):

Offerors shall propose a Quality Assurance Surveillance Plan (QASP) describing the "what," "how," and "how often" of quality assurance. The QASP provides a basis for future assessment of contractor performance as well as the effectiveness and efficacy of interventions. The QASP identifies the performance indicators, standards, inspection methods and procedures to be used in monitoring performance. Offerors shall provide performance metrics, targets, and a measurement plan in the QASP that reflect process, input, output, and results metrics⁴ important and directly tied to program objectives and deliverables. Metrics should be tracked by FY and program element (per Section C.2). Metrics will be disaggregated by gender and other factors as appropriate. Additionally, the QASP shall specify procedures for data collection and monitoring and thresholds for acceptable and unacceptable performance as appropriate. The QASP may incorporate existing baseline data and indicators where available (See Attachment 13) or, where data is lacking, propose how and when baselines will be determined in early stages of implementation. The QASP should offer a structured presentation of quantified outputs, results and indicators that can be easily compared with a corresponding allocation of resources in the separate, cost/business proposal.

C. Risk Mitigation/Flexibility:

Offerors must include an analysis that identifies anticipated risks and opportunities for each component, the sources and the steps that will be taken to eliminate or reduce risks and capitalize on opportunities. Offerors shall include their potential solutions to addressing risks and opportunities and describe how the program will be flexible, adaptable and agile within a dynamic political, physical and socio-economic environment.

⁴ Process Metrics measure a course of action taken to achieve a goal; Input Metrics measure tangible quantities put into a process to achieve a goal; Output Metrics measure the products and services delivered; Results/Outcome Metrics measure results that stem from use of the outputs and influence stakeholders both in and outside the program. See discussion in the mid-term Programmatic Evaluation SOW and the National Research Council report, *Thinking Strategically: The Appropriate Use of Metrics for the Climate Change Science Program*. National Research Council (2005); National Academies Press, 500 Fifth Street, N.W., Lockbox 285, Washington, DC 20055; Internet <http://www.nap.edu>

II. Management Approach and Personnel [See Section M.2]

At a minimum, offerors shall describe the following within the management approach section of their technical proposal.

A. Management Structure

The proposed management structure for the technical approach and achievement of results in the Performance Work Statement. The approach should address oversight and implementation of the key processes and inputs identified in the PWS. It shall detail the strategy for initial interventions and setting up in-country operations for quick project start-up. Offerors shall describe roles and responsibilities of any proposed subcontractors and how they will be managed and mechanisms to purchase more products and services locally and regionally.

B. Staffing Plan

The offerors will submit a staffing plan with a complete listing of key personnel, position descriptions, duty locations and rationale consistent with SAREP objectives (Section C). The staffing plan should include the proposed roles and lines of responsibilities for proposed full time positions (key or non-key) as well as methods of deploying short-term technical assistance, authorities, communication, and procedures to ensure productivity, quality control and coordination. The offerors will describe their strategies to use staff and subcontractors in support of SAREP objectives.

C. Personnel

Offerors shall describe the professional qualifications, education and relevant experience of the proposed Chief of Party, including demonstrated management, leadership, interpersonal skills and working experience in similar projects. Offerors shall also describe the qualifications of other key personnel proposed for each component of the Performance Work Statement. The offerors shall justify any expatriate positions and describe how they will maximize the use of host country professionals to carry out project implementation and ensure sustainability and local capacity building. Offerors shall describe incentives they propose to facilitate increasing utilization of local staff in key positions as a means of improving capabilities in southern Africa.

III. Annex 1 – Management Structure Organizational Chart [See Section M.2]

There is no page limit for this chart.

IV. Annex 2 - Biographical Data Sheets and Resumes [See Section M.2]

Resumes are limited to **2 (two) pages** for each proposed key personnel.

V. Past Performance [See Section M.2]

(a) The Offeror (including all partners of a joint venture) must provide performance information for itself and each subcontractor whose proposed cost exceeds 20% of the offeror's total proposed cost in accordance with the following:

List in an annex to the technical proposal no more than **10 (ten)** of the most recent and relevant contracts for efforts similar to the work in the subject RFP. The most relevant indicators of performance are contracts of similar size, type of work, scope of work, and complexity/diversity of tasks and currency of the performance.

Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Official “purpose” statement from contract
- Summary scope of work (this may focus on tasks relevant to this RFP)
- Primary location(s) of work
- Term of performance
- Skills/expertise required
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc

(USAID recommends that offerors alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it).

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information forms part of the Past Performance Annex and is not included in the page limitation.

(d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).

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

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

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

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

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

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

(4) Offerors may submit the required SF 294 “Subcontracting Report for Individual Contracts” on a compact disc. If an offeror elects to submit the hard copies one original copy of all required SF 294s is sufficient.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL**(a) Part 1 - Standard Form (SF) 33**

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

(b) Part 2 - Proposed Costs/Prices

(1) The offeror must submit a summary budget for the contract base period as well as the option period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately and then offer the program total for the entire contract, item for item in the last column of the spreadsheet.

The offeror must also submit a detailed version of its summary budget for the contract period. This budget must reflect detailed individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spread sheet. **The offerors are advised to budget up to 10% of total cost for monitoring and evaluation activities.**

The offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (current market value, current catalogue price, current vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

(2) The following is the information required in the budget and budget narrative:

(A) Fee Structure: Offerors shall propose a fee structure (i.e., cost-plus-fixed fee completion, cost-plus-award fee completion, etc) that is performance based. Any fee due the eventual contractor shall be linked to specific objectives, indicators, targets, outputs, deliverables and work activities as described in this RFP. Offerors are encouraged to be innovative and may propose any structure provided the total fee amount is within the ceiling price and that no (zero) fee is applied to buy-ins from bilateral USAID missions in the Southern Africa region. The fee structure must be in accordance with applicable US Government (USG) regulations (i.e., FAR, AIDAR, etc). Offerors must present a written rationale for the proposed fee structure and the basis for the proposed fee percentage and time period(s) under the contract when the fee would be due. **The evaluation of the proposed fee structure in no way obligates the USG to accept any proposed fee structure. The USG reserves the right to stipulate its own fee structure under the contract resulting from this solicitation.**

(B) Direct Program Expenditures: Offerors shall submit specific information regarding the direct expenditures for the programmatic objectives in Section C. Direct program expenditures can be specifically identified with delivery of a particular project, service, or program activity undertaken by the offeror. Program activities / projects are defined as temporary endeavors undertaken to create a unique product or service which brings about beneficial change or added value contributing to a specific programmatic objective. All program activities should support achievement of one or more of the objectives and intended outcomes per Section C. The Direct Program Expenditures shall be clearly presented so that USAID can evaluate these costs only (without burdens, activity administration or other costs). The proposed Direct Program Expenditures cost items should be disaggregated below a structure reflecting the four program Elements in Section C.2 and facilitate the analysis of relationships between costs and activities identified in the Technical Proposal. All costs shall be presented with sufficient supporting information to allow a complete analysis for cost realism and reasonableness.

(C) Salary and Wages - Direct salaries and wages should be proposed in accordance with the offeror's personnel policies. Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all long term and short term expatriate personnel and all long term cooperating country personnel being proposed (forms may be obtained at http://www.usaid.gov/procurement_bus_opp/procurement/forms/). Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. Salaries proposed in excess of maximum annual salary rate described in "AAPD 06-03" must be explained thoroughly (see: http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd06_03.pdf).

(D) Fringe Benefits - If the offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

(E) Travel, Transportation, and Per Diem - The application should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the offeror's normal travel policies (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

(F) Procurement - A list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the offerors under this USAID-financed award are expected to be subject to the 935 Geographic Code.

(G) Equipment and Supplies - Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.

(H) Communications - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.

(I) Subcontracts/Consultants - Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.

(J) Allowances - Allowances should be broken down by specific type and by person. Allowances should be in accordance with the offeror's policies and the applicable regulations and policies established by the U.S. Department of State.

(K) Direct Facilities Costs - Specific information regarding the cost of any facilities needed to perform program activities. The information provided should identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.

(L) Other Direct Costs This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the offeror. The narrative should provide a breakdown and support for all other direct costs. For seminars, workshops and conferences, the offeror should indicate the subject, venue and duration of proposed conferences and seminars, their relationship to SAREP objectives, along with estimates of costs.

(M) Security: Offerors should consider any significant costs foreseen for security equipments, communications and guards required for program implementation. These costs should be included under “Other Direct Costs.”

(N) Grants under Contract: In the presentation of Direct Program Expenditures (K), specify any foreseen grants and corresponding amounts by program objective and Element.

(O) Indirect Costs: The offeror should support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.)

(3) The following standard cost elements shall be included in the submission as applicable. Individual subcontractors should include the same cost element breakdowns in their budgets as applicable. The budget for possible buy-ins is not included in this table as buy-ins will be considered separately if and when they are identified and determined to be appropriate and acceptable to the parties.

Cost Element:	Base Period	Option Period	Base + Option Period
Total Direct Labor			
Salary and Wages	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____
Travel, Transportation, and Per Diem	\$ _____	\$ _____	\$ _____
Procurement	\$ _____	\$ _____	\$ _____
Equipment and Supplies	\$ _____	\$ _____	\$ _____
Communications	\$ _____	\$ _____	\$ _____
Subcontracts/Consultants	\$ _____	\$ _____	\$ _____
Allowances	\$ _____	\$ _____	\$ _____
Direct Facilities Cost	\$ _____	\$ _____	\$ _____
Other Direct Cost	\$ _____	\$ _____	\$ _____
Direct Program Expenditures	\$ _____	\$ _____	\$ _____
Grants under Contract	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____
Total Estimated Cost	\$ _____	\$ _____	\$ _____
Fee	\$ _____	\$ _____	\$ _____
Mission Buy-Ins	\$ _____	\$ _____	\$ _____
Total Est. Cost plus Fee	\$ _____	\$ _____	\$ _____

(4) Indirect Cost Information

(i) The offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates.

(ii) If the offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor’s customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

(c) Part 3 - Representations, Certifications, and Other Statements of Offerors

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

(d) Part 4 - Policies and Procedures

Submit a copy of offeror's personnel policies, especially regarding salary and wage scales, fringe benefit, merit increases, promotions, leave, differentials, travel and per diem regulations, etc., as they will relate to this project. The CO may determine that a pre-award survey is necessary (see FAR 9.106).

(e) Part 5 - Subcontracting Plan

If the offeror is other than a small business, it must submit a Subcontracting Plan. The subcontracting plan must include information found at FAR Part 19.704. 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.

(f) Part 6 - Joint Venture Information

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

(g) Part 7 - Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

- (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, Small Business Subcontracting, etc.).

(h) Part 8 - Letters of Commitment (Subcontractors)

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

(i) Part 9 - Information to Support Consent to Subcontractors

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

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

(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 core 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 effect at the time of award shall remain enforced throughout the period of the award.

L.9 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS:

In accordance with Section D of this solicitation, the apparent successful Offeror, upon request of the Contracting Officer, will submit and negotiate a Branding Implementation Plan (BIP) and a Marking Plan (MP). The BIP will be included in and made a part of the resultant contract. The BIP will be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP will make the offeror ineligible for award of a contract. The apparent successful offeror must include all estimated costs associated with the Branding Implementation Plan and the Marking Plan of the program.

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Branding and Marking Plans shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors' offices and other non-deliverable items.

[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 whose proposal represents the best value to the U.S. Government, inclusive of base and option periods. "Best value" is defined as the offer that results in the most advantageous solution for the Government in consideration of the technical and cost factors stated below.
- (c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. When evaluating the competing offers, the Government will consider the written qualifications/capability information provided by the offerors and any other information (i.e. past performance) obtained by the Government through its own research.
- (d) For overall evaluation purposes, technical factors when combined are considered significantly more important than cost/price factors.

M.2 TECHNICAL EVALUATION CRITERIA

The criteria listed below are presented by major category so that offerors will know which areas require emphasis in the preparation of information. These criteria serve as the standard against which all technical proposals will be evaluated. To be considered acceptable and responsive, proposals must include the materials required in Section L and address the objectives of Section C. If a proposal does not meet minimum requirements it may be considered unacceptable or non-responsive and no further evaluation will be made.

Technical Approach [See Section L.7(d)(I)] [65 points]

The Technical Approach factor is comprised of three (3) sub-factors. Evaluation of each sub-factor will be based on the elements under each sub-factor. Each element is of equal importance and weight. The total potential score for each sub-factor is in brackets.

A. Performance Work Statement (PWS): [45 points]

- Quality and completeness of the PWS in terms of the requirements in Section L.7 (1). Note: all objectives presented in Section C are relevant for evaluation of the technical approach.
- The PWS presents a rational strategy, workable approach and clear presentation of proposed activities to achieve SAREP objectives (Section C).
- Environmental soundness (per Section H.19)
- The PWS incorporates a schedule of substantive and verifiable milestones and targets that reflect progress from the time of award to completion of the full performance period.
- Special consideration will be given to (i) the goals and requirements in Section C.2, (ii) the credibility and magnitude of results to be achieved as reflected in targets for objectively verifiable indicators, (iii) the degree to which the proposal reflects an effective and integrated approach to SAREP goals consistent with Section C.6, and (iv) use of alliances and partnerships that leverage additional resources to further SAREP goals.

B. Performance Metrics and Measurement Plan/Quality Assurance Surveillance Plan (QASP): [15 points]

- Quality and completeness of the QASP presentation per the requirements in Section L.7 (1). The QASP focuses on substantive performance measures that reflect SAREP goals.
- The QASP provides clear and appropriate definitions and methods for assuring that deliverables meet acceptable quality levels.
- The QASP provides a basis for timely and practical performance assessments. The QASP reflects viable measures and approaches that will help ensure that the project is soundly managed.

C. Risks/Opportunities Flexibility: [5 points]

- Quality and completeness per the requirements in Section L.7 (1). The proposal considers reasonable risks and opportunities and proposes steps to minimize risks and optimize benefits in terms of SAREP goals.
- The proposal provides sufficient flexibility to achieve SAREP goals within the context of a changing implementation environment.

Management Approach and Personnel [See Section L.7(d)(II)(III)(IV)] [25 points]

The Management Approach and Personnel will be assessed in terms of quality and completeness of each sub-factor relative to the solicitation requirements. This criterion is comprised of three (3) sub-factors. The total potential score for each sub-factor is in brackets.

A. Management Structure: [12 points]

Extent to which the proposed management structure supports the technical approach and convincingly demonstrates an ability to achieve the results in the statement of work. Special consideration will be given to offerors who propose management mechanisms with incentives for the use of locally procured services.

B. Staffing Plan: [7 points]

Adequacy of the proposed staffing plan to achieve SAREP goals. This includes insuring that areas of expertise required to achieve goals are incorporated and that appropriate recruitment strategies and roles for supervision and management are specified in the staffing plan.

C. Personnel: [6 points]

Chief of Party's management and professional experience including experience in post conflict and developing countries on similar projects. Demonstrated capability, experience, education and qualifications of other key personnel. Feasibility and ambitiousness of strategies to maximize the use of host country professionals to carry out project implementation and ensure sustainability and local capacity building. Special consideration will be given to offerors who maximize the number of local hires in key personnel positions.

Past Performance Information [See Section L.7(d)(V)] [10 points]

(1) 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.7(d)(V) and from other sources.

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

(3) 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.

(4) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:

(i) Quality of product or service, including consistency in meeting goals and targets:

(ii) Cost control, including forecasting costs as well as accuracy in financial reporting:

(iii) 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 completion of tasks:

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

(v) Customer satisfaction with performance, including end user or beneficiary wherever possible:

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

(vii) Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements.

(5) In cases where

(i) an offeror lacks relevant performance history;

(ii) information on performance is not available; or

(iii) an offeror is a member of a class of offerors where there is provision not to rate the class against a sub-factor;

then the offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points*. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance. * For example, a small business prime offeror will not be evaluated on its performance in using small business concerns.

M.3 EVALUATION SYSTEM

An adjectival scoring system using the following qualitative rating descriptors shall be used by the technical evaluation committee to assess each of the technical criteria and sub-criteria and the technical proposal as a whole.

“Outstanding”

“Good”

“Acceptable”

“Marginal”

“Unacceptable”

Outstanding: Meets *and* exceeds the fullest expectations of the Government. The offeror has convincingly demonstrated that the requirement has been analyzed, evaluated, and should result in an outstanding, effective, efficient, and economical performance under the agreement. An assigned rating within “outstanding” indicates that the proposal demonstrates an “outstanding” capacity for the evaluated criteria and exceeds the fullest expectations of the Government. An element of a proposal scored as ‘outstanding’ will receive 100% of the potential score of the relevant technical evaluation criterion or sub-factor.

Good: Demonstrates a level that fully meets the RFP requirements. The offeror demonstrates that the quality and completeness for the criteria meet expectations and are likely to produce the desired results. To achieve this rating, the proposal should be substantially beneficial to achievement of SAREP objectives and results. The proposal may or may not have weaknesses. Fulfilling the definition of “good” indicates that the proposal criteria demonstrates qualities and level of effort that fully meets the evaluation’s requirements and that this effort is expected to produce desired results and make substantial contributions to SAREP goals. An element of a proposal scored as ‘good’ will receive 80-90% of the potential score of the relevant technical evaluation criterion or sub-factor.

Acceptable: Meets minimum requirements. The criteria evaluated may contain weaknesses and/or significant weaknesses that are correctable but no substantial deficiencies that are expected to lead to unacceptable performance. An assigned rating of “acceptable” indicates that, in terms of the specific section, the proposal demonstrates the ability to fulfill the minimum requirements. If any weaknesses and/or significant weaknesses are noted, they should be correctable or not seriously undermine the offeror’s expected performance. An element of a proposal scored as ‘acceptable’ will receive 50-70% of the potential score of the relevant technical evaluation criterion or sub-factor.

Marginal: Demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. A rating of “marginal” indicates that in terms of the specific section, the proposal only marginally meets standards for minimal performance and there is at least a moderate risk that the offeror will not be successful. An element of a proposal scored as ‘marginal’ will receive 10-40% of the potential score of the relevant technical evaluation criterion or sub-factor.

Unacceptable: Fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, or so incomprehensible as to be unacceptable. The Evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating within the bounds of “unacceptable” indicates that in terms of the overall proposal and/or specific proposal sections the proposal fails to meet minimum performance or capacity standards. An element of a proposal scored as ‘unacceptable’ will receive 0% of the potential score of the relevant technical evaluation criterion or sub-factor.

M.4 COST PROPOSAL EVALUATION

Cost [See Section L.8] [20 points]

The evaluation of cost proposals will be limited to those proposals that are determined by the Contracting Office to be in a “competitive range” after the technical evaluation (see Section M.5). The same adjective scoring system will be applied to the evaluation of cost proposals. The resulting score (highest possible number of points = 120) will be used for the determination of a final ranking of proposals in the competitive range. The cost proposals will be evaluated in terms of the following sub-factors; each of equal importance and weight.

1. Completeness (see Section L.8);
2. Cost realism analysis: review of the cost portion of the offeror’s proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror’s understanding of the requirements, and if the costs are consistent with the technical proposal;
3. Overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements); and
4. Proposed fee structure.

M.4.1 Cost Evaluation of Options

The Government will evaluate offers for award purposes by evaluating prices for the base period as well as the option period. Evaluation of the option period will not obligate the Government to exercise the option. Offers containing any charges for failure to exercise any option will be rejected.

M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) **Competitive Range:** The Contracting Officer will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions, to allow an offeror unfair advantage over those more competitive offers.

(b) **Award:** In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub factors as set forth in this solicitation (see Section L.2(f)).

[END OF SECTION M]