



USAID | INDIA

FROM THE AMERICAN PEOPLE

To

March 5, 2008

Dear Sir:

Subject : Request for Proposal (RFP) No. USAID/India : 386-08-001: For Travel Related Services.

The United States Agency for International Development (USAID)/New Delhi is seeking proposals from qualified IATA approved travel agencies for providing travel related services described in Section C of this RFP. Accordingly, USAID/New Delhi is issuing this Request for Proposal, consisting of documents mentioned in Block 11 of the attached Standard Form 33.

Please note the following important dates and deadlines for this RFP:-

RFP Issue Date : March 5, 2008

Deadlines for questions : March 14, 2008 (5.00 p.m.)

Closing Date : March 26, 2008 (5.00 p.m.)

Proposals ((Technical as well as Cost), complete in all respects should be addressed and couriered or hand-delivered to:

**Mr. Ronald Olsen
Executive Officer
USAID/American Embassy
West Building (Gate # 1)
Chanakyapuri
New Delhi 110 021**

Offers received after the closing date will not be considered.

Awards will be made using the best value trade off process including past performance. The Government reserves the right to award without discussions. Hence, proposals should be submitted initially on the most favorable terms, from a price and technical standpoint.

Issuance of this solicitation does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for the costs incurred in submission of a proposal. Further, the Government reserves the right to reject any or all proposals received, and to negotiate separately with an offeror, if such action is considered to be in the best interest of the Government.

Telegraphic or fax proposals or notices of intent to propose are not authorized for this required and will not be accepted.

Oral explanations or instructions given before the award of the contract will not be binding. Any additional information given to a prospective offeror will be considered an amendment of the solicitation and will be provided to all other prospective offerors, if such information is determined to be necessary for the submission of proposals or if the lack thereof would be prejudicial to uniformed offerors.

Any questions concerning this RFP should be sent in writing, address to Mr. K.S. Nainwal on email knainwal@usaid.gov or on Fax# 2419 8454 or 2419 8612, with a copy to email: gkapoor@usaid.gov and dsajwan@usaid.gov.

Offerors should retain for their records, copies of all enclosures which accompany their proposals. See Section M for details on how to prepare your proposals.

Yours Sincerely



Ronald Olsen
Executive Officer
USAID/India

Attachment: a.a.

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 383-08-001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/05/2008	6. REQUISITION/PURCHASE NUMBER EXO-15	
7. ISSUED BY Executive Officer U.S. Agency for International Development Chankyapuri New Delhi 110 021			CODE	8. ADDRESS OFFER TO (If other than Item 7) Same as block 7		

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

SOLICITATION

9. Sealed offers in original and one copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **USAID/American Embassy, Chanakyapuri, New Delhi-110 021 INDIA** until **5.00 P.M.** local time **03/24/2008**
(Hour) (Date)

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

10. FOR INFORMATION CALL: 2419-8779	A. NAME K.S. Nainwal	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS knainwal@usaid.gov
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

See Attached Table of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Ronald Olsen		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to acquire travel-related services for U.S. Agency for International Development to India (USAID/India), located at West Building, American Embassy, Chankyapuri, New Delhi 110 021, India as per details given in the Scope of Work in Section C.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a no-cost contract for services. The Contractor shall book the air, rail, road travel against a valid U.S Government Travel Authorization (TA) and payment shall be reimbursed by USAID based on the actual amount upon receiving an invoice from the Contractor.

B.3 PRICE SCHEDULE

The Contractor shall pay the Government a concession fee based on a flat percentage of air ticket sales to the Government. For booking of domestic train tickets, the Government shall pay the contractor a fixed amount per ticket as fees.

Please read carefully **Section C** for detailed Scope of Work and requirements for providing travel services as well as **Sections L & M** before providing the following details:-

Concession fee on domestic air travel	_____ %
Concession fee on international air travel	_____ %
Fixed fee for booking of train tickets within India (per ticket)	Rs. _____
Provide Airport Transfers at New Delhi for arrivals/departures inclusive of all charges including Premium Parking fees (each way)	Rs. _____ (ea)
Expeditor Services (airport assistance for travelers and expeditor services for pets) for either arrival, or departure	Rs. _____ (ea)
Any other value added service that the contractor may like to offer.	

B.4 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8.

SECTION C - DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK

C.1 SCOPE OF WORK

The Contractor shall be certified by the International Air Transport Association Network (IATA) and shall provide corporate travel services for official domestic and international travel of Government employees and their dependents. The corporate travel services that the Contractor shall provide include:

- Travel reservations, issuance and delivery of tickets for air, rail, bus and steamship carriers; and where possible, advance seat assignments and advance boarding passes,
- Reservation for lodging accommodations.
- Detailed travelers' itineraries
- Airport expeditor services to assist the following categories of travels, as and when requested by the CTO.

VIP Travelers

Employees or dependents on emergency travel;

Newly assigned personnel;

Unaccompanied minors.

- Arrangements for expeditor assistance with entry/exit permit(s) for pets, as and when requested;
- Personal travel services and support for USAID employees and their dependents requesting personal (unofficial) travel arrangements. However, no individual is obliged to use the services under this contract for personal travel. Any official concession fee would not apply to this personal travel.
- Overseas travel and health insurance for USAID FSN(Foreign Service Nationals), on temporary duty assignment to third countries (other than U.S. and India).
- Visas – The Contractor shall assist in obtaining visas for all official travel performed by USAID employees and their dependents, for all countries other than U.S.
- Commercial automobile rental services.
- Management information and billing reports derived from the booking database;
- Information pamphlets for Government travelers who use the contract.

C-2. Definitions and Acronyms

ARC - Airlines Reporting Corporation. Website: <http://www.arccorp.com>.

Business Day - Monday through Friday, except holidays listed in this Section.

CBA – Centrally Billed Account. Account established by a charge card contractor at the request of an agency as defined in this document. Consolidated airline ticket charges accrued through use of centrally billed account shall be billed monthly. Expenses billed against centrally billed account are paid to the USAID travel charge card program Contractor.

CTO – Cognizant Technical Officer (Contracting Officer's Representative) for administration of the Contract.

CRS - Central Reservation System. A major airline computer reservations system acceptable by the ordering officer or the Contracting Officer's Representative (COR).

Embassy – Refers to U.S. Embassy, New Delhi . .

Emergency - An unforeseen combination of circumstances that calls for immediate action. The term emergency includes, but is not limited to, disasters, forest fires, evacuations, floods, and civil unrest.

Federal Travel Regulation (FTR) - See 41 CFR Chapters 300-304. Chapter 301 governs travel and transportation allowances for Federal civilian employees. Available from the Superintendent of Documents, U.S. USAID Printing Office, Washington, D.C. 20402-9325: (1) as a bound volume of the Code of Federal Regulations (41 CFR, Chapter 201 to end); and (2) in a loose-leaf edition. Also available on the Internet at: <http://www.policyworks.gov>.

Fly America Act - See 49 U.S.C. 40118. The Fly America Act requires Federal employees and their dependents, consultants, contractors, grantees and others performing United States-financed air travel to travel by U.S. flag carriers. Details contained in 41 CFR 301-10.131 through 301-10.143 and 6 FAM 135.

Government – U.S. Government

Government Excess Baggage Authorization/Ticket (GEBAT)/Excess Baggage Coupons - Issued by the carrier to the traveler when presented with a TA that authorizes the carriage of excess baggage. The GEBAT is used by the carrier(s) to support subsequent billing of charges. Excess baggage is reimbursable up to the weight authorized. NOTE: GEBATs are gradually disappearing. If the traveler is not using a TA, the traveler will pay for excess baggage with a credit card or cash.

GSA - U.S. USAID General Services Administration.

Hotel and Motel Fire Safety Act of 1990 - Public Law 101-391, September 25, 1990. An Act to amend the Federal Fire Prevention and Control Act of 1974 to allow for the development and issuance of guidelines concerning the use and installation of automatic sprinkler systems and smoke detectors in places of public accommodation affecting commerce, and for other purposes. A copy of the Act can be obtained by writing: Hotel/Motel Fire Safety, Office of Fire Prevention and Arson Control, Fire Administration, 16825 S. Seton Ave., Emmitsburg, MD 21727, USA. As defined in the Act, this only applies to the United States and its territories as described on the website at <http://www.usfa.fema.gov/hotel>.

Hotel and Motel Fire Safety Act National Master List - Places of public accommodation in the United States and its territories that meet the fire prevention and control guidelines under the Hotel and Motel Fire Safety Act. Current information is also available on the Internet at <http://www.usfa.fema.gov/hotel>

Lowest Available Fare – Except for the constraints of the Fly America Act, the Contractor shall book the lowest available fare in accordance with agency policy, if any, as expressed in the contract. If reservations made by the Contractor are not at the lowest available rate allowed, at the time of ticketing, the Contractor shall refund the difference to the USAID.

Media - A broad spectrum of methods used to provide a permanent record of communications (examples include paper, EDI, electronic, floppy disk, optically stored media, computer disks, microfiche, microfilm, computer to computer communications via mode, Networks (value added), facsimile or any other acceptable method of available communication).

OAG - Official Airline Guide. Official Airline Guide (both Flight and Travel Guides). The OAG is available on the Internet at <http://dos.oag.com/reg.htm>.

Official Travel - Travel that is paid for and/or for which the traveler is reimbursed by the USAID.

EXO - Executive Office

Personal Travel - Travel that is paid for by the employee/dependent and for which reimbursement will not be provided by the USAID.

PNR - Passenger Name Records

Refund - Ticket refund consists of the value of the ticket.

Service Fee - Pricing, if any, for a value-added service.

Standard Carrier Alpha Code (SCAC) - Used by the USAID to audit the Contractor's billings. SCAC code may be obtained from the National Motor Traffic Association, Inc. 2200 Mill Road, Alexandria, VA 22314; telephone (703) 512-1800. The current cost is \$28.00 (\$24.00 to renew). The SCAC is only applicable if a TA is used for payment.

Taxes and Fees – As applicable in U.S. /India per prevailing laws.

Travel Authorization(TA) - Document authorizing official USAID travel.

Travel Office (TO) - A commercial travel firm under contract to **USAID - New Delhi, India** that provides reservations, ticketing and related travel management services for Federal travelers.

Travel Services - Transportation reservations, issuance and delivery of tickets for all modes of transportation; reservations for lodging and vehicle rental services; and ancillary support related to travel.

User Friendly - Ease of use geared towards those with a rudimentary or limited knowledge of computer systems and operations. The typical knowledge base includes how to log on and off the system, simple menu-based functions in a Windows-like environment, (for example, as point and click functions such as file, open, close), simple one-step commands, such as search, print and save.

USAID – U.S. Agency for International Development.

C.3. Contractor Requirements for Providing Official Travel Services

C-3.1 Taxes - When reservations are made for official business, the Contractor shall ensure that rate does not include taxes for which diplomatic personnel are exempt. USAID will issue exemption certificates, wherever applicable, in accordance with Government of India's policy.

C- 3.2 Transportation

a) The Contractor shall comply with mandatory USAID programs for air travel. Except for the constraints of the "City Pairs" contract program noted below, and the Fly America Act, the Contractor shall book the lowest available fare that satisfies the agency's mission requirements. If reservations made by the Contractor are not at the lowest available rate allowed by policy, the Contractor shall refund the agency the difference.

b)City Pairs Program -

i) GSA has awarded contracts to certain airlines for reduced air fares between numerous city/airport pairs. The contract air service (e.g., 'YCA', '_CA') is mandatory for official USAID travel (which includes all travel funded by the USAID), unless the USAID approves the use of non-contract fares under the exceptions specified in the FTR. In cases of separate contract awards between specific airports in cities, the traveler may use the airport that best meets their needs without further justification. These contract fares may be obtained only with a TA, a USAID Travel Charge Card.

ii) Promotional or other types of discount fares can be used on contract city/airport pair routes if they are offered by the contract carrier and are lower in cost than contract fares. Contract fares shall not be used for any personal travel, including those instances where portions of personal travel are substituted for a leg of an officially authorized trip.

iii) There are a limited number of non-contract fares (YDG or similar), restricted to official USAID travelers, which are obtainable only with a TA or USAID Travel Charge Card. Such fares can only be used when contract fares are not available or when offered by the contract carrier in that city/airport pair route at a lower cost than the contract fare.

iv) When non-contract carriers offer restricted or unrestricted coach fares to the general public which are lower than the USAID contract fares, the Contractor may only use such lower fares on the application of exceptions contained in the current GSA Airline City-Pair Program. GSA contracts annually for air passenger transportation services between designated city/airport pairs. Since the contract is awarded annually the contractor must check the most current contract found on the Internet at <http://www.gsa.gov>, then click on "Travel on USAID Business".

v) It should be noted, however, that any restricted fare which provides for a monetary penalty for itinerary changes or flight cancellations shall not be used without the written consent of USAID.

vi) Full coach fares may be used if no reduced fares are available.

c) The Fly America Act generally precludes use of non-US flag carriers, except as provided in the FTR (Federal Travel Regulation) and the Foreign Affairs Manual, Volume 6.

d) The Contractor shall provide the USAID with the reservation and ticketing services which industry practice normally accords corporate or private travelers, to include new and improved reservation and ticketing technologies. These shall include a 24-hour, toll-free number available to travelers to perform emergency itinerary changes and emergency services outside regular business hours. The Contractor shall be responsible for ensuring that any subcontractor providing such emergency service complies with all conditions of the contract.

e) The FTR prohibits payment for premium-class travel except for a few specific instances. The Contractor may only issue premium class tickets for which the USAID will have to pay an additional amount when the accompanying travel orders provide authority for that travel. This does not apply to situations in which frequent flyer benefits will be used to obtain the premium class tickets.

f) Back-to-back faring, or hidden city ticketing are prohibited under this contract.

g) The Contractor shall provide the traveler with last seat availability, advance seat assignment, and advance boarding passes on all airlines for which the Contractor can offer these services.

h) The Contractor shall make adjustments for any change(s) in flight, train, bus or steamship schedules. Tickets and billings shall be modified or reissued to reflect these changes.

i) The Contractor shall make a timely effort to notify travelers of airport closings, canceled or delayed flights, trains, buses or voyages.

j) Upon the request of employees or other persons with disabilities traveling on official business, the Contractor may be asked to arrange necessary and reasonable accommodations, including but not limited to airline seating, in-terminal transfers, ground transportation and barrier-free or otherwise accessible lodging.

C-3.3 Lodging

- a) The Contractor shall provide lodging reservation services, if required. These services shall include initiating and confirming reservations and confirming the rate at which the reservation is made.
- b) Where the USAID has agreements with hotels/motels for discount USAID rates, the Contractor shall endeavor to obtain such rates for USAID travelers. (Frequently these rates are capacity-controlled.) If necessary to obtain USAID rates, the Contractor shall call such hotels directly, rather than by toll-free numbers. The Contractor shall also make available to the USAID any lower-priced, guaranteed corporate or other discount rates it has negotiated at these or other hotels.
- c) Final selection of accommodations rests with the traveler. If reservations made by the Contractor are not made at the lowest available USAID rate, the Contractor shall refund the USAID the difference. Since final selection of accommodations rests with the traveler, the reservations made by the Contractor shall be made at the lowest available rate that complies with the traveler's request, or the Contractor shall refund the USAID the difference. Lodging reservations for Federal USAID employees on official business shall comply with the Hotel and Motel Fire Safety Act of 1990 (see Definitions). Selected lodging shall comply with the Hotel and Motel Fire Safety Act of 1990, if available, unless an exception is granted by the COR. As stated in the definition in paragraph 2.0, the Hotel and Motel Fire Safety Act of 1990 only applies to the United States and its territories.

C-3.4 Rental Vehicles

- i) The Contractor shall provide services of rental vehicles for airport transfers at New Delhi as and when requested by the CTO, or the traveler. The vehicle shall be a sedan/SUV type vehicle as per the makes specified in the Pricing part of "Section 1 – The Schedule", hired from a reputed rental company. During departures, the vehicle shall pick up travelers along with their luggage from their residence and drop them off at the departure gate at the airport. During arrivals, the rental vehicle shall be parked in the designated parking area while the driver shall wait for the travelers in the arrival hall holding up a name signage. Upon pick-up, the travelers along with their luggage shall be dropped off at their residence. The Contractor shall make the rental vehicle reservations at the time of initiating the travel booking and shall provide to the traveler, vehicle confirmation, vehicle registration number in advance whenever possible, telephone/contact number of the driver, pickup dates (departure and/or arrival), location of pick-up, and, where applicable, special pick-up instructions.
- ii) Under the FTR, it is incumbent upon the traveler to be prudent in selecting the method of ground transportation that best meets the traveler's needs. Therefore, since the final selection of car rental companies and car sizes rests with the traveler, the reservations made by the Contractor must be made at the lowest available rate which conforms to the traveler's request, or the Contractor must refund the agency the difference. If reservations made by the Contractor are not the lowest available Government rate, the Contractor shall refund the agency the difference.

C-3.5 Related Services

- a) Health Requirements. The Contractor shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations whether required or suggested for foreign travel.
- b) Local Conditions. The Contractor shall provide information and advice on conditions at the various foreign destinations, including climatic conditions, type of clothing which are appropriate or essential, national and religious holidays.
- c) Foreign Currency Information. The Contractor shall provide technical advice on such matters as foreign currency exchange rate and transactions, securing auto insurance in conjunction with foreign automobile rentals, excess baggage requirements and fees.

d) Overseas travel and health insurance – The Contractor shall assist in obtaining overseas travel and health insurance for USAID FSN(Foreign Service Nationals), on temporary duty assignment to third countries (other than U.S. and India).

e) Visas – The Contractor shall assist in obtaining visas for all official travel performed by USAID employees and their dependents, for all countries other than U.S.

C-3.6 Information Pamphlets

i) The Contractor shall develop, print and deliver to the USAID, pamphlets listing procedures for traveler use of the services under this contract. These should be approximately pocket or letter size, about two pages long, and should provide Contractor phone numbers and other relevant information. The Contractor shall prepare as many pamphlets as required by the USAID, subject to approval by the CTO, who shall review the pamphlet before it is printed and disseminated to the USAID. The Contractor shall maintain at its expense a sufficient supply of these pamphlets throughout the duration of the contract and furnish additional quantities after the initial quantity, when requested by the CTO.

ii) Additionally, the Contractor shall include one pamphlet with each teicket and itinerary package ordered during the first quarter of the contract period (first three months), and the first quarter of any option years extended under the term of any resulting contracts(s).

C-3.7 Special Fares/Packages

The Contractor may advertise special fares/packages and tours in USAID. The Contractor shall make arrangement for this advertisement with the CTO.

C-3.8 Traveler's Itineraries

The Contractor shall provide to each traveler a complete, printed itinerary document including, but not limited to the following:

- carrier(s);
- flight, train, bus and voyage number(s);
- if applicable, annotate that the traveler refused the contract or lowest fare offered;
- departure and arrival time(s) for each segment of the trip;
- name, phone number, location, room rate(s), confirmation number of hotels/motels booked by the contractor at each destination and guaranteed arrival check-in time, cancellation requirements; and where applicable, tax exempt information. If requested by the USAID, the Contractor shall include a clear statement regarding compliance with the Hotel and Motel Fire Safety Act of 1990. If requested, the statement shall read as follows: "The lodging selected satisfies (or does not satisfy) the requirements of the Hotel and Motel Fire Safety Act of 1990." The USAID would only make this request if travel will be within an area covered by this Act.
- details of vehicle rental company, to include name and toll free telephone number of supplier, pickup and return dates, location of pickup, confirmed rate and confirmation number and, where applicable, special pickup instructions and hours of operation, notably for off-airport suppliers.
- local and toll-free 800 numbers, (the latter only if available in the country in which these services are provided) for both the servicing office and the after-hours emergency services location. If toll-free 800

numbers are not available, then the collect calls shall be accepted and this notification shall be included on the itinerary.

- a statement and a copy of the passenger receipt coupon of all charges associated with the transportation ticket, including the ticket number, price, fees charged and a description of those fees.
- Indicate any special instruction related to travel tickets (electronic or paper).
- if use of a non-contract carrier is authorized, the Contractor shall annotate one or more of the following reasons to show contract city-pair coverage and agency justification for non-use. The Contractor may use alpha or numeric codes for representation;
 - Space or scheduled flights are not available in time to accomplish the purpose of travel, or use of contract service would require the traveler to incur unnecessary overnight lodging costs which would increase the total cost of the trip; or
 - The Contractor's flight schedule is inconsistent with explicit policies of individual Federal departments and agencies, where applicable, to schedule travel during normal working hours; or
 - A non-contract carrier offers a lower fare available to the general public, the use of which will result in a lower total trip cost to the USAID, to include the combined costs of transportation, lodging, meals, and related expenses. Note: This exception does not apply if the contract carrier(s) offers a comparable fare and has seats available at that fare, or if the lower fare offered by a non-contract carrier is restricted to USAID and Military travelers on official business and may only be purchased with a TA or USAID contractor issued general charge card, e.g., YDG, MDG, ODG, VDG and similar fares.

C-3.9 Communications System and Emergency Services

The Contractor shall provide service compatible with the USAID's workday. The Contractor shall provide dedicated telephone service for the account(s) at no cost to the USAID, to include:

- At least one operational modern state-of-the-art IATA approved flight reservations computer system on site per each travel agent.
- a 24-hour number available to travelers which will allow immediate access to a reservation agent to perform emergency itinerary changes outside regular business hours;
- The Contractor shall be responsible for ensuring that any subcontractor providing 24-hour emergency services complies with all conditions of the contract.
- In the event of emergencies (e.g., Presidential-declared disasters, forest fires, evacuations, floods, hurricanes, etc.), the Contractor shall maintain operations necessary to support the USAID under this contract. This includes manning the office 24 hours a day as required by the USAID responding to the emergency/evacuation and providing necessary delivery of tickets.
- The Contractor shall answer 80 percent of calls within 20 seconds and provide a recorded message for those calls not answered in 20 seconds. The recorded message shall give the traveler at least two options:
 - to hold or
 - to leave a message for a call back.

Return calls shall be made within one (1) hour. The Contractor shall respond to facsimile or e-mail requests by close of business on the following business day, unless travel is scheduled on a weekend, holiday, or business day subsequent to the day of the request.

Many times services required outside normal working hours are as a result of visits by USAID officials from U.S. In providing this service, the Contractor may be required to provide Travel Counselors/Reservationists on weekends, holidays and/or weekdays before or after normal office hours. In adhering to this requirement, the Contractor shall comply with all local labor laws including the payment of staff overtime when applicable. Additionally, the Contractor shall provide travelers' assistance services to official visitors including the following:

- Lodging Reservations
- Travel Changes and Confirmations
- Entertainment Reservations, including short excursions
- The Contractor shall be capable of accepting most major credit cards for payment of travel services.
- Emergencies - The Contractor shall continue to provide services during emergencies or contingencies. In connection with evacuations or large scale air movements of noncombatants, refugees or troops, the Contractor shall establish temporary office or expand existing services, as appropriate, to expedite travel (such as, Noncombatant Evacuation Operation missions). The USAID will provide its own facilities during emergencies, as required.

C-3.10 Media

In addition to the required reports, the Contractor shall produce, within reasonable parameters, other management reports in formats and media requested from time to time by the Contracting Officer. To compile such reports, Contractor's back-office computer shall be capable of collecting all data from reservation and ticketing records in the format requested. The Contractor shall also have the capability to capture data for reports when the CRS is not operating and for airlines that do not subscribe to a CRS.

C-3.11 Project Management

The Contractor shall provide reservation agents, personnel and equipment necessary to assure that the highest quality of service is provided. The Contractor shall have the capability to make reservations and provide tickets at its servicing office(s) when its Centralized Reservation System (CRS) is not operating and when reservations cannot be made on an airline through a CRS.

C-3.12 Contractor Priority

The USAID's travel requirements shall be accorded the highest priority. The Contractor must ensure that non-USAID travel considerations do not delay, impede, or frustrate the Contractor's timely effective processing of official USAID travel.

C-3.13 Furnishing of Equipment/Property

The Contractor shall provide all necessary office equipment, furnishings, supplies, tariffs, major automated reservation and ticketing equipment, accounting software, computer systems, communication services, and related items necessary to conduct its operation to fulfill the contract requirements unless otherwise specified. The

Contractor shall use automated reservation equipment, with the capacity to display all available fares, generate automated travel itineraries, issue advance boarding passes, and print tickets automatically.

C-3.14 Contractor's Quality Control Plan

General. The Contractor shall maintain procedures to continually monitor the quality of travel services, with the goal of providing and maintaining the highest level of customer service/satisfaction. These procedures shall ensure:

- an internal method for monitoring, identifying and correcting deficiencies in the quality of service furnished the USAID and
- Quality Service survey form that addresses travel services to be furnished under this contract.

Specifics. The Contractor's Quality Control plan shall outline procedures to ensure that the lowest applicable fares are obtained and that the Contractor complies with contract city-pair fares. To ensure compliance, the Contractor shall, as necessary:

- make adjustments for any change(s) in flight, train, bus or steamship schedules;
- modify or reissue tickets and billings to reflect any changes;
- provide timely notification to customers of changes to tickets/itineraries, particularly those which occur after ticket issuance (e.g., fares, routing, delays, closings), and;
- provide courteous and prompt resolution of customer complaints.

The Contractor's automated system shall assure reservation accuracy and lowest fares, and rebooking passengers at lower fares or reserving preferred seats if such fares or seats are not available at the first attempted booking. Additionally, the Contractor shall identify methods to check all tickets/itineraries for required data and lowest fares, to include those that cannot be checked through the automated system(s).

Within fourteen days of contract award, the Contractor shall furnish a Quality Service survey (questionnaire) to the CTO for approval. The Quality Service survey shall include, as a minimum:

- measurement factors for prompt telephone response;
- courtesy and professionalism of Contractor personnel;
- reservation accuracy;
- ticket delivery and document accuracy, and;
- overall quality of service provided.

Additionally, the survey form shall identify the Contractor and provide space for customer comments. The Contractor shall periodically distribute these questionnaires to at least ten percent (10%) of ticketed travelers, but not less than twice a year. The Contractor shall make these responses available to the CTO.

C-3.15 Transition Requirement and Continuity of Services

a) The Contractor shall comply with FAR clause 52.237-3, "Continuity of Services", during any transition period.

b) The USAID requires a smooth and orderly transition between the Contractor and the successor Contractor to ensure minimum disruption and avoid decline in service to the USAID. Unless otherwise specified by the USAID, the Contractor shall provide to the successor Contractor copies of all bookings and Passenger Name Records (PNRs) taken on or before the contract expiration date, for travel taking place after the expiration of the contract. In addition, the Contractor shall provide the successor Contractor with copies of all agency profiles and all USAID traveler sub-profiles as well as all USAID travel preference profile cards currently in possession of the Contractor, as directed by the Contracting Officer or CTO.

c) The Contractor shall book all requests it receives prior to the expiration of the contract regardless of the date of commencement of travel. Unless otherwise requested by the ordering agency, however, the Contractor shall not issue tickets for travel that commences later than two working days after the expiration of the contract.

d) For example, if a contract ends on Friday, the Contractor, unless otherwise requested, shall not issue tickets for travel commencing later than the following Tuesday. The Contractor is required to issue and deliver all such tickets by close of business of the last working day of its contract (in this example, Friday). Issuance of and delivery of tickets for travel beginning the following Wednesday or later, even if originally booked by the Contractor, is the responsibility of the successor Contractor. As of Monday, all new requests shall be handled by the successor Contractor.

C-3.16 Procedures to be followed during transition process:

a) The outgoing Contractor shall not take travel reservations later than twelve noon on the day of operations except in cases of emergency travel. Such emergency ticketing shall be done only when authorized by the CTO.

b) Afternoon hours of the final day of operation for the outgoing Contractor shall be used for the transfer of the PNRs to the incoming Contractor.

c) If the transition is for an on-site operation, the on-site office shall be closed to walk-in traffic, starting at twelve noon (local time) on the day prior to the last day of operations of the outgoing Contractor, except for emergency travel arrangements.

d) The Contractor shall obtain IATA approval for installation of an industry-standard airline reservation system (SABRE or AMEDEUS) if the incoming contractor proposes to take over the outgoing contractor's CRS or other equipment. This should be finalized during the afternoon hours of the last day of the transition.

e) The USAID is responsible for notifying its employees of the proposed closings and interim procedures for obtaining emergency services. Such notice shall be posted in the on-site office.

f) The outgoing Contractor shall make all seminar and meeting arrangements it receives prior to the end of the contract, regardless of the date of commencement of the meeting. Unless a purchase order has been issued to the outgoing Contractor, all arrangement information shall be turned over to the incoming Contractor. If a purchase order has been issued to the outgoing Contractor, that Contractor will continue to make the requested arrangements in accordance to the terms of the contract under which the purchase order was issued.

NOTE: Failure to effect a smooth transition will be documented, forwarded to the outgoing Contractor, and will be made available for future past performance evaluations in accordance with solicitation requirements.

C-3.17 Place of Performance

The Contractor is required to provide staff and equipment for one Travel Office to be used to provide the services required hereunder. This Office shall be located at: West Building (2nd Floor), USAID/U.S. Embassy, Shantipath, Chanakyapuri, New Delhi.

C-3.18 Minimum Personnel Requirements

The Contractor shall provide competent staff having thorough knowledge on USAID travel matters and are able to provide expert advisory services to USAID employees and their dependents on different travel routes including cost analysis. The key technical personnel assigned by the Contractor to USAID would be:

1. All Contractor personnel providing services under this contract shall be fluent in English as well as the local language and meet the following requirements. See also paragraph 20.0 below, "Key Personnel", for requirements regarding Key Personnel.
 - a) Site Manager - The Contractor shall provide a Site Manager who has a minimum of three years of travel industry experience and is well versed in operating automated reservation and ticketing equipment to arrange transportation via all modes, lodging, and vehicle rentals. The Site Manager shall have supervisory experience with travel accounts, and be experienced in operating the automated reservation and ticketing systems proposed for this account.
 - b) Travel Counselors/Reservation Agents - The Contractor shall provide full-time travel counselors/reservation agents. The Travel Counselors/Reservationists shall have a minimum travel industry experience of two years and should have been trained in operating the proposed automated reservation and ticketing equipment. The Contractor shall provide qualified substitute personnel for absent permanent employees, when service levels are negatively impacted, as determined by the Government.
 - c) Other Personnel - The Contractor shall provide whatever other personnel are necessary to comply with the requirements of this contract.
 - d) Other Considerations – All Contractor personnel who provide services under this contract shall be acceptable to the Government in terms of personal conduct. Employment and staffing difficulties shall not be justification for failure to meet established schedules.
2. The Contractor shall arrange for key emergency service representatives to be on call 24 hours each day, including workdays, official holidays and weekends. The telephone numbers of on call representatives shall be provided weekly to the Embassy Duty Officer for this purpose. The Contractor shall also provide 24-hour help-line numbers for countrywide assistance at all hours.
3. The Contractor will provide telephone numbers of its authorized representatives at major destinations for flight rescheduling and flight reconfirmation including toll-free telephone number if available.
4. **LANGUAGE REQUIREMENTS** - Contractor personnel and/or consultant shall have **ENGLISH** language proficiency to perform technical services.
5. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the CTO within 10 calendar days after the occurrence of any of these events and provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the CTO. The proposed substitute must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract.
6. After the first 90 days, the Contractor may substitute a key person if the Contractor determines the change is necessary. However, prior to making that substitution, the contractor shall provide a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

7. Whenever a Key Person substitution is requested, the Contractor shall sign the resumes, certifying that the resume is accurate and complete, and that the proposed replacement meets the required experience levels. The CTO will notify the Contractor within 5 calendar days after receipt of all required information of the decision on the substitution. The CTO shall confirm oral approvals or rejections in writing. The USAID will modify the contract to reflect any changes in key personnel.
8. USAID will approve contractor's key personnel. All employees shall pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. All such investigations shall be provided in summary form to the CTO for review and approval or disapproval. The contractor shall not use any employees under this contract without USAID approval.

C.3.19 KEY TECHNICAL PERSONNEL

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

Name	Title
1.	
2.	
3.	

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 the CTO 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 personnel shall be made by the Contractor without the written consent of the Contracting Officer.

C-3.20. Hours of Service and observance of legal holidays and administrative leave

All work shall be performed during 0830 to 1730 hours, Monday through Friday, except for the holidays identified below. One Travel Counselor should be present during lunch hours, i.e. 1300 hrs to 1400 hrs to assist employees in their travel requirements. Notice must be given 24 hours in advance to CTO who will consider any deviation from the hours identified above.

HOLIDAY	TYPE
New Year's Day	American
Martin Luther King's B'day	American
Presidents' Day	American
Holi	Indian
Ram Navami	Indian
Good Friday	Indian
Memorial Day	American
Independence Day	American
Raksha Bandhan	Indian
Independence Day	Indian
Janmashtami	Indian
Labor Day	American
Mahatma Gandhi's Birthday	Indian
Columbus Day	American
Diwali	Indian
Guru Nanak's Birthday	Indian

Veterans' Day	American
Idu'l Fitr	Indian
Thanksgiving Day	American
Christmas Day	American

C.4 LOGISTIC SUPPORT

USAID/India agrees to provide the following logistic support 'to the Contractor for providing travel related services to USAID/India:

- i. Necessary space for Contractor's staff assigned to the USAID/New. Delhi at 2nd floor, West Building, American Embassy, Chanakyapuri, New.Delhi;
- ii. Necessary office furniture and equipment;
- iii. Telephone facilities' (Note: All outstation calls for official travel will be charged to the Contractor unless otherwise specified by authorizing officials, such as for special "lightning" calls at special extra rates.
- iv Identity cards for personnel assigned to USAID/India; and
- v. Copies of the relevant section from handbooks, rules and regulations on travel and transportation policy including up-dates as received. The Contractor will completely follow USAID/India travel policy as defined by current USG regulations in the performance of the above listed travel functions.

C-5 Security

The USAID reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization as required below in "USAID Approval and Acceptance of Contractor Employees". The USAID shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on USAID property or while on duty at private residences. These identity cards are the property of the USAID and the Contractor is responsible for their return upon termination of the contract, when an employee leaves Contractor service, or at the request of the USAID.

C-6 Permits

Without additional cost to the USAID, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993) – NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

**USAID/AMERICAN EMBASSY
CHANKYAPURI
NEW DELHI 110 021**

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.3 has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

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.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

F.2 DELIVERY SCHEDULE

Deliverables - The Contractor shall provide the following deliverables/submittals within the time frames identified below:

<u>REFERENCE/ DELIVERABLE</u>	<u>DUE DATE*</u>	<u>ADDRESSEE</u>
Ticket Delivery	Routinely, 5 (five) work days prior to travel. Emergency prepaids to appropriate airport within 2 hours.	Traveler, either by pickup or by Contractor delivery as outlined in this contract
Quarterly Problems and Solutions Report	10th day after the last day of each calendar quarter	CTO
Quarterly Sales Activity Report	10th day after the last day of each calendar quarter	CTO
Reconciliation Report of Transport Billings	10 th day after receipt of charge card vendor's billing tapes.	CTO
Quarterly Concession Fee Report	10th day after the last day of each calendar quarter	CTO

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Travel Office Information Pamphlet	14 days after start date listed in Notice to Proceed and for all other deliveries, within 3 days of request from CTO; to individual travelers at time of ticket issuance	CTO/traveler
Quality Service survey	14 days after start date set forth in Notice to Proceed	CTO

*Days represent calendar days

The address for the CTO is set forth below:

Mr. K.S. Nainwal
 Chief, General Services
 U.S. Agency for International Development (USAID)
 American Embassy, New Delhi - INDIA
 Shanti Path, Chanakyapuri
 New Delhi 110021 (Tel: 2419 8346)

F.3 PERIOD OF PERFORMANCE

The performance period of this contract is 2 years, effective May 1, 2008 to April 30, 2010, with three (3) one year options to renew. However, the total period of this contract shall not exceed 5 years (May 1, 2008 to April 8, 20013).

F.4 TERMINATION OF CONTRACT

USAID/India may, upon serving the notice of 30 calendar days to the Contractor, terminate this Contract and limit the period of performance as required, in accordance with FAR Clause 52.249-6 (TERMINATION OF CONTRACT). Similarly, the Contractor can also terminate this Contract by giving 30 calendar days notice to USAID.

F. 5. NOTICE TO PROCEED

a) Immediately upon receipt of notice of award, the Contractor shall take all necessary steps to prepare for performance of the services required hereunder. The Contractor shall have a maximum of thirty calendar days to complete these steps.

b) Following receipt from the Contractor of acceptable evidence that the Contractor has obtained all required licenses, permits and insurance and is otherwise prepared to commence providing the services, the USAID shall issue a Notice to Proceed.

c) On the date established in the Notice to Proceed (this notice will allow a minimum of seven (7) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start work.

F.6 PERFORMANCE STANDARDS

THE CONTRACTOR shall ensure that its employees practice proper discipline and orderly conduct while on USAID/India premises at all times.

The Contractor shall ensure that all employees assigned to USAID/India are fully qualified to engage in the type of activity they are employed for.

The Contractor shall submit necessary documentation in order for USAID/India to obtain an appropriate security clearance for employees of the above listed positions. All the Contractor employees shall maintain discipline and good order befitting a diplomatic Mission and shall present a clean and tidy appearance. while working in U.S. Government premises.

All personnel retained by the Contractor for performance of functions under this Contract shall be subject to (a) approval of USAID; (b) medical clearance, if required; and (c) clearance by Regional Security Officer to work in U.S. Govt. premises.

The Contractor shall furnish to the CTO the names and other particulars of all prospective employees at least one week before such personnel begin work on the premises of U.S. Govt. These personnel shall be subject to security check by the American Embassy and the USAID shall have the authority to approve or reject any or all employees of the Contractor. Approved persons shall be issued appropriate Identity Cards.

USAID/India reserve the right to withdraw its approval of any of the Contractor personnel assigned to work and providing services under this Contract. Such withdrawal of approval will be in writing and may be accomplished without necessity of stating any cause or reason for such action. Upon such withdrawal of approval the Contractor shall immediately replace the employee. Detailed work related guidance and instructions shall be provided by the CTO.

F.7 REPORTS AND OUTPUTS

In addition to the requirements set forth for submission of reports in other Sections of this RFP, and in the AIDAR clause 752.242-70, Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

PROGRESS REPORTING REQUIREMENTS

a) Management Reports and Deliverables

The Contractor shall provide the USAID with management information reports. As a minimum, the Contractor shall develop the following reports which shall be delivered within the time frames set forth in paragraph F. 2 :

QUARTERLY PROBLEMS AND SOLUTIONS REPORT - A concise quarterly narrative (no more than one page) of the Contractor's activities. This report shall identify problems and recommend solutions. The report shall include suggestions to enhance service, where appropriate. The USAID encourages interim reports, as deemed necessary by the Contractor.

QUARTERLY SALES ACTIVITY REPORT - A quarterly summary of sales activity data. The Contractor shall prepare the report in accordance with the sample in Section 1, Attachment 1. This summary shall reflect all official sales activity for each agency using the contract, whether the travel was purchased using a TA or USAID Travel Charge Card.

RECONCILIATION REPORT OF TRANSPORTATION BILLINGS

Depending upon which of the following three procedures for making payment to the Contractor for Official travel services will be followed:

The Contractor shall provide automated reconciliation of transportation billings charged through TA mode of payment. The Contractor shall use an automated accounting system with direct interface among the reservation, ticketing and accounting elements so that all passenger reports and summary data are automatically generated from point-of-sale information. If there is any discrepancy in the invoice, it will be returned promptly to the Contractor for additional information and or/documentation. The Contractor should respond within 2 working days. Transactions, which are error free and resolved within 2 working days from the date of intimation to the Contractor, will be processed by the USAID's Controller's Office. Transactions which are not resolved within 2 working days will be deducted from invoice and will be processed later on receipt of relevant information/documentation from the Contractor.

The Contractor shall provide automated reconciliation of transportation billings charged through user agencies' CBA accounts. The Contractor shall use an automated accounting system with direct interface among the reservation, ticketing and accounting elements so that all passenger reports and summary data are automatically generated from point-of-sale information.

Agencies participating in the USAID's charge card program have agency CBA accounts established with the charge card company. The charge card company will provide the Contractor with magnetic tapes or floppy disks of a month's CBA billings for each participating agency, at the agency's request. In order to perform automated reconciliation of accounts, the Contractor must have a tape drive and sufficient computer capacity. The Contractor shall run these tapes/disks against its own tape of transactions to provide each agency with reconciled charges, no later than five (5) working days from receipt of the charge card vendor's billing tapes.

QUARTERLY CONCESSION FEE REPORT - A quarterly report based on the concession fee offered to the USAID will be provided by the Contractor. Each such report shall include the formula used by the Contractor in arriving at the concession fee amount. See format in Section 1, Attachment 2.

ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>No. of Pages</u>
1	Quarterly Sales Activity Report	3
2	Quarterly Concession Fee Report	1

QUARTERLY SALES ACTIVITY REPORT INSTRUCTIONS

This form shall be used by the Contractor for submission of the Quarterly Sales Activity Report. The form shall be submitted in accordance with the requirements of the contract. This form may be duplicated by the Contractor.

Contact Name and Telephone No. - Name and phone number of the person who can answer questions regarding this report. This should typically be the Contractor's Project Manager, unless the Contracting Officer approves another person for purposes of answering questions regarding this report.

IATA Number - The 5 digit (Air Traffic Code) number within the International Air Transport Association Number

Report Date - Indicate year and month (YYMM) of the reporting period.

NOTE: - The Contracting Officer's Representative will provide instructions to the Contractor regarding presentation of the data by agency. Typically, all travel for each agency supported by the Contractor under this contract will be combined per line. For example, all travel for personnel using Dept. of State funds will be presented on one line; all travel for U.S. Agency for International Development on another line, etc.

(A) Agency Name - List name of agency, e.g., State, AID.

(B) FIPS Code - List the appropriate Federal Information Processing Standard (FIPS) code for each agency name.

Air Transportation - Indicate in this section only data related to airline sales, cost avoidance, and tickets. All refunds and cancellation should be deducted from the dollar values and number of tickets reported. NOTE: The following guidelines shall be used to record Airlines Sales and Ticket entries for multiple leg trips where more than one discount or non-discount combinations are used>

--Use VALIDATING CARRIER OR FIRST LEG to classify the ticket.

--If the VALIDATING CARRIER OR FIRST LEG is one of the following, record the ticket as YCA/MCA, or YDG/MDG, or All Other.

SALES - Dollar amounts for airline transportation. NOTE: ENTRIES MUST BE ENTERED IN THOUSANDS OF DOLLARS ROUNDED TO THE FIRST DECIMAL POINT (e.g., \$25,549 would be entered as 25.5).

(C) YCA/MCA - Dollar value of tickets sold at contract city-pair fare.

(D) Total Sales - Total of all air transportation.

(E) Cost Avoidance - Difference between actual fares paid and base fares of lowest UNRESTRICTED available "Y".

(F) YCA/MCA - Tickets sold using unrestricted/restricted contract city-pair discount fare.

(G) YDG/MDG - Tickets sold at non-ontract USAID discounts.

(H) All Others - Tickets sold at other than YCA, MCA, or YDG/MDG fares

(I) Total Tickets - Total tickets sold; sum of columns (F through H).

(J) City Pair Exceptions - Total number of instances where contract city pairs existed but YCA or MCA Fares were not used.

(K)/(L) International Abstract - Sales, Columns (K) and (L) for International Travel, also reflected in Columns (D) and (I), respectively. (Sales dollars are to be entered in thousands of dollars rounded to the nearest first decimal point.)

(M)/(N) Other Transportation - Total Sales Column (M) and Total Tickets Column (N) with refunds and cancellations deducted, for rail and bus transportation.

Other Services (NOTE: Indicate only one booking per trip/ticket sold, for hotel and car rental, when several hotels and cars were booked for a specific trip.

--**(O) Hotel Bookings** - The number of times, (one per ticket sold) hotels were booked for travelers.

--**(P) Car Rentals** - The number of times, (one per ticket sold) car rentals were booked for travelers.

Totals - Add each column of the report on the last page, indicating the grand totals for the reporting period.

Attachment 2 to Description/Specifications/Statement of Work

QUARTERLY CONCESSION FEE REPORT

PAGE ___ OF ___

Contractor Name:
Contractor Address:

Contract Number:

PAYMENTS ISSUED FOR THE PERIOD FROM ___ TO _____

CONCESSION FEE FORMULA:

*(EXAMPLE: Total Air Sales via TA
\$1,500,000 (international travel)*

Concession Fee provided to the Embassy is X% of the chargeable fare volume (which is usually 92% of the chargeable fare.)

92% of \$1,500,000 (international travel) = 1,380,000

*Concession Fee = 1,380,000 * X%*

Please note the above example is only an approximation.

<u>AGENCY NAME</u>	<u>FIPS CODE</u>	<u>TOTAL SALES</u>	<u>AMT. TO BE PAID</u>	<u>AMT. CARRIED OVER</u>	<u>DATE PAID</u>	<u>TOTAL YEAR</u>
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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 USAID 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..

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the USAID of the work and final report, and a satisfactory accounting by the Contractor of all USAID-owned property for which the Contractor

had custodial responsibility, the USAID shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The USAID 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:

**Executive Officer
U.S. Agency for International Development
American Embassy
Chankyapuri, New Delhi 110 021**

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is or his or her designee at:

**K.S. Nainwal Nainwal
Chief, General Services
U.S. Agency for International Development
American Embassy
Chankyapuri, New Delhi 110 021
Telephone: 2419 8779**

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 USAID.

(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 USAID drawings, designs, and specifications.

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

(6) Obtain necessary security clearance and appropriate identification if access to USAID facilities is required. If to be provided, ensure that USAID 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 USAID. 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, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) 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.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the USAID 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 paying office for this contract is:

**Regional Financial Management Office (RFMO)
USAID/American Embassy
Chankyapuri, New Delhi 110 021 (Tel: 2419 8000, Fax: 2419 8416, or 2419 8454)**

G. 6 BILLING PROCEDURE:

- a) In order for the Contractor to issue air/rail ticket(s) for official travel identified above, USAID shall provide the Contractor a copy of Travel Authorization (TA) duly stamped GOVERNMENT TICKET REQUEST. Preliminary planning for official travel may be requested by travelers and provided by the Contractor without a written request. Personal travels either separate or in conjunction with official travel shall be arranged by travelers directly with the Contractor. Under no circumstances the Contractor is authorized to release ticket(s) for official travel until they have received either a copy of TA duly stamped GOVERNMENT TICKET REQUEST or telephonic/verbal instructions from CTO. Tickets for American direct hire employees on home leave or permanent departure orders are to be submitted to USAID for release to employees.
- b) For official travel the Contractor shall bill USAID/India together with a copy of TA(s) received from EXO. USAID funded institutional contractors shall be billed directly in accordance with the billing instructions in the pertinent authorization letter. Personal travel shall be directly billed to travelers by the Contractor.
- c) All official invoices shall be presented by the Contractor on an on-going basis to the USAID Controller. USAID/India shall make payment in Indian rupees usually within four weeks in accordance with the Prompt Payment Act (Refer FAR Clause 52.232.25). Refund of all unused airline tickets shall be promptly made by the Contractor within thirty (30) days for domestic ticket and sixty (60) days for international tickets, to start from the date of receipt of unused tickets by the Contractor. All tickets shall be surrendered to the Contractor by memo in duplicate or Standard Form (SF-1170) and a receipt obtained from the Contractor on the duplicate copy. Refunds to USAID/India shall be made by check in favor of the American Embassy, New Delhi 'and forwarded to the USAID Controller.
- d) Foreign Exchange including Traveler Checks shall be issued by the Contractor on an emergency basis (after the hours of the Embassy accommodation exchange operation) to authorized travelers identified above, with prior written authorization on the amounts specified from the appropriate USAID/India or USAID funded institutional contractor.
- e) Personal Travel. The USAID accepts no liability for the cost of any personal travel arranged by the Contractor for USAID employees. The Contractor is responsible for collecting payment from the traveler for the cost of personal travel.
- f) **Commissions by Service Providers.** Other compensation for services provided under this contract may be in the form of commissions received by the Contractor from carriers, and suppliers of lodging, rental vehicles, and other travel services. The USAID accepts no responsibility or liability for payment of such concessions. The Contractor is warned that commercial practices may not apply to the payment of commissions on USAID rates.

g) **Agencies Participating in the Government Travel Card Program**

The Government has contracted with Citibank [with whom Government has a travel card arrangement] to provide Government Travel Charge Cards to U.S. Government travelers for purchase of transportation and related travel services. The cards have the standard Citibank logo and are issued to individual employees in the employee's name.

The Contractor shall accept Citibank Government Travel Charge Cards only for official transportation and other official travel services, including lodging and vehicle rentals. The Contractor shall process these transactions in the same manner as those using similar private charge and credit cards.

Contract airlines have agreed to accept the Government Travel Charge Card account as an authorized form of payment for purchase of GSA's city-pair contract fare, (YCA and CA), and for purchase of non-contract Government fares (YDG or similar).

Each ticket issued by the Contractor shall reference the appropriate Government Travel Charge Card or CBA account number in the payment box. The Contractor shall ensure transportation is charged to the correct accounts.

Official transportation sales purchased with Government Travel Charge Cards and CBA accounts must be included in management information summaries provided to the COR.

G.7 Refund Procedures

a) Agencies shall use SF 1170s or receipts for returned tickets to apply to the Contractor for refunds for unused transportation purchased directly by the agency. Documentation standards shall be established by each agency but, as a minimum, the Contractor shall identify each refund or credit by original ticket and invoice number (if applicable).

b) For Tickets Purchased: The Contractor shall remit refunds to the USAID within ten working days after receipt of application for refund. There is nothing expressed or implied in this provision to preclude the Contractor from making refunds on account.

G.8 ACCOUNTING AND APPROPRIATION DATA

BPC:

APP# NUMBER:

RCN:

AMOUNT OBLIGATED:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

752.7027

PERSONNEL

DEC 1990

H.1 AIDAR 752.7004 EMRGENCY 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.2 INSURANCE AND SERVICES

Personal Injury, Property Loss or Damage (Liability)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

Insurance

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary as per local USAID laws. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance:

Workers' Compensation for disease, injury
or death, as required by host country law *_____ per employee

Medical Insurance/Employer's liability *_____ per employee
including bodily injury

*** If the requirements of local Indian law differs from any of the above, the contractor is required to provide the necessary information.**

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 386 (India) and 000 (U.S.).

H.4 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

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

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization, Room 7.08 RRB, Washington, D.C. 20523

H.5 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/subawards issued under this contract/agreement.

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. Also, the full text of a clauses may be accessed electronically at <http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
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	JUL 1995
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	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS & CONDITIONS (COMMR. ITEMS)	DEC, 2001
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
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1996
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2003
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996

52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP WORK ORDER	AUG 1989
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUN 2003
52.245-1	PROPERTY RECORDS	APR 1984
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JUN 2003
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
@ 752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
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
752.7025	APPROVALS	APR 1984

752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

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

The USAID may require continued performance of any services within the limits and at the rates specified in the contract. 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 the performance period of the contract.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The performance period of this contract is 2 years, effective May 1, 2008 to April 30, 2010, with three (3) one year options to renew. However, the total period of this contract shall not exceed 5 years (May 1, 2008 to April 8, 2013).

(b) If the USAID 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 5 years.

I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUNE 2003)

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

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

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

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

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

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

**I.5 52.232-25 PROMPT PAYMENT (FEB 2002)
ALTERNATE I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the USAID will make invoice payments under the terms and conditions specified in this clause. The USAID considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after USAID acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification.

Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The USAID will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on USAID bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of

this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The USAID processed a receiving report or other USAID documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the USAID and the Contractor.

(5) Computing penalty amount. The USAID will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, USAID acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the USAID will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel USAID officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the USAID to pay interest penalties if payment delays are due to disagreement between the USAID and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The USAID and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the USAID takes a discount for prompt payment improperly. The USAID will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The USAID owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The USAID will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the USAID will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other USAID regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the USAID will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the USAID has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

I.7 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.8 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 is 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.9 OTHER APPLICABLE FAR CLAUSES.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

X (7) **52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).**

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)___ Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

___ (12) 52.222-26, Equal Opportunity (E.O. 11246).

___ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans for the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X (16) **52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).**

___(17) (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___(19)(i) 52.225-3, Buy American Act--American Free Trade Agreement--Israeli Trade Act-- (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___(ii) Alternate I of 52.225-3.

___(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) **52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).**

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

___ (ii) Alternate I of 52.225-21.

___ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

X (25) **52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).**

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

X (27) **52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).**

___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (29) (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work on a USAID Installation	JAN 1997
52.245-4	USAID-Furnished Property (Short Form) (if applicable)	APR 1984

The following FAR clauses are provided in full text:

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(A) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(B) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval.

The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(C) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(D) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

42.202 (Also see CIB 90-12 CTO DESIGNATION) CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer may designate in writing one or more USAID employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Cognizant Technical Officer (CTO). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the CTO is a warranted Contracting Officer and this authority is delegated in the designation.

(b) **The CTO for this contract is Mr. K.S. Nainwal, Nainwal, Chief, General Services,**

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
ATTACHMENT 1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS		
ATTACHMENT 2	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET		
	A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.US Aid.GOV/procurement_bus_opp/procurement/forms/		
ATTACHMENT 3	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		
	A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.US Aid.GOV/procurement_bus_opp/procurement/forms/		
ATTACHMENT 4	CERTIFICATE OF CURRENT COST AND PRICING DATA		
	A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.US Aid.GOV/procurement_bus_opp/procurement/forms/		

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)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

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

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal USAID.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

USAID entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(DEC 2001)**

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

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

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

K.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

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

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

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

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

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

K.5 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUNE 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

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

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

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

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

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

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

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

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

K.6 INSURANCE - IMMUNITY FROM TORT LIABILITY

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

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

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

K.8 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has has not submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.9 SIGNATURE

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

Solicitation No. _____ **386-08-001**

Offer/Proposal No. _____

Date of Offer : _____

Name of Offeror: _____

Typed Name and Title _____

Signature _____ Date: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.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)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001
52.237-1	SITE VISIT	APR 1984

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows):

**Mr. Ronald Olsen
Executive Officer
USAID/American Embassy
East Building (Gate No. 1)
Chankyapuri,
New Delhi 110 021**

Mailing Address:

**Mr. Ronald Olsen
Executive Officer
USAID/American Embassy
East Building (Gate No. 1)
Chankyapuri,
New Delhi 110 021**

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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/>

L.5 GENERAL INSTRUCTIONS TO OFFERORS

The offeror should submit two proposals, i.e. the Cost Proposal and the Technical Proposal in separate sealed envelopes. The proposals should be addressed and couriered to the following address:-

**Mr. Ronald Olsen
Executive Officer
USAID/American Embassy
East Building (Gate No. 1)
Chankyapuri,
New Delhi 110 021**

The last date for receipt of the proposals is 5.00 p.m. on March 26, 2008. Proposals received thereafter shall not be considered.

Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data.

(b) USAID Obligation

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

L.6 INSTRUCTIONS FOR PREPARATION OF TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, OVER 40 PAGES WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

i) Information demonstrating the offeror's ability to perform and meet the solicitation requirement, including, at a minimum:

ii) Complete the resume at the end of this section, for all Key Personnel, if they are currently employed by the offeror. Resumes of personnel not currently employed by the Contractor must contain a statement that use of their resume for this solicitation is authorized. Specifically confirm that all proposed personnel speak, understand and write English.

iii) Identify the major automated reservation systems to be used. This system must be capable of generating automated travel itineraries and issuing advance boarding passes when applicable.

iv) Outline methods for making reservations on carriers that do not subscribe to a CRS and providing reservations/tickets when the CRS is not operational.

v) Explain procedures for data capture of reservations on airlines that do not subscribe to a CRS, as well as for instances when the CRS is not operational.

vi) Provide specific procedures to ensure adequate staffing is maintained to meet the solicitation requirements stated in this solicitation.

vii) Address the Quality Control Plan in sufficient detail to demonstrate that the offeror shall provide prompt, courteous service with the lowest available fares.

viii) Provide evidence that the offeror operates an established business with a permanent address and telephone listing.

ix) Provide a list of clients, demonstrating prior experience with relevant past performance information and references.

x) Provide evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work.

xi) Provide evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

e) If required by the solicitation, the offeror shall provide either:

i) a copy of the Certificate of Insurance, or

ii) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

f) Offeror's shall submit an original and three copies of the complete quotation, including all supporting documents.

L.7 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.8 INSTRUCTIONS FOR PREPARATION OF COST PROPOSAL

Selection of an offeror for award will be based on an integrated assessment and judgment based on the overall evaluation of technical approach and cost factors. Therefore careful preparation of a cost proposal reflecting competitive concessional fare for air travel and low transaction fee for train travel is critical.

Also please attach solicitation, in SF-33 cover page (blocks 12, to 18), and Section B.3 Price Schedule with the Cost proposal.

The USAID reserves the right to reject proposals that are unreasonably low or high in price.

If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership.

Following are the estimates of official travel only, performed during the years 2005, 2006 & 2007 (Jan –Dec.). These estimates are provided only for purposes of computing the estimated concession fee payment and are not guaranteed.

A.	Type of travel	No. of Tickets	Value
	Year 2005		
	Domestic	760	Rs. 10,696,466
	International	212	Rs. 13,483,872
	Train	178	Rs. 118,032
	Year 2006		
	Domestic	678	Rs. 10,573,203
	International	151	Rs. 8,891,808
	Train	113	Rs. 81,391
	Year 2007		
	Domestic	675	Rs. 6,027,425
	International	149	Rs. 9,753,841
	Train	120	Rs. 77,970

SECTION M - EVALUATION FACTORS FOR AWARD

M.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)	

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

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

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

Relative Importance of Technical and Cost Scores:

1.	Technical Factors	75 points
2.	Cost Factors (Concessions)	25 points
	Total:	100 points

A. Basis for Award

- Selection of an offeror for award will be based on an integrated assessment and judgment based on the overall evaluation of technical approach and cost factors.
- As proposals become more equal in their technical merit, the evaluated cost or price becomes more important and will be evaluated based on cost validity and realism in relation to activities proposed in technical proposal.
- Discussions may be conducted with those offerors determined by USAID's contracting officer to be within the competitive range.

B. Technical Evaluation Criteria (75 points)

The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section. The criteria below are presented by major category and reflect the requirement of this solicitation.

Offerors should not that these criteria : (1) serve the standard against which all proposals will be evaluated , and (2) serve to identify the significant matters which offerors should address in their proposals:-

1. **Key Personnel (their experience and technical skills) : 25 points**
2. **Prior experience in providing similar services: 35 points**
3. **Proposal for carrying out the Scope of Work as mentioned in Section C. : 15 points**

C. COST (concessions) EVALUATION CRITERIA: (25 Points)

The Contracting Officer will perform an analysis of whether the offeror has proposed a realistic cost for the successful completion of the effort and production of the outputs proposed/called for in the RFP.

The Contracting Officer will evaluate the cost proposal to determine if costs and any free are fair and reasonable. In making such determination, the Contracting Officer will be especially interested in the following factors:-

1. **The total cost of the proposal.**
2. **The appropriateness of rates in relation to the professionals and services being hired are in commensurate with the tasks to be completed.**
3. **Completeness and clarity of the cost proposal.**
4. **Extent to which offerors are willing to establish a system for cost containment and control of cost increases with particular emphasis on indirect cost, travel etc.**

Offerors are reminded that the Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (See FAR 16.605) or to the offeror with the highest technical evaluation score, although for this procurement technical proposal merits are considered more important than cost relative. After the final evaluation of the proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government, considering both technical and cost factors. It should be noted that estimated cost is an important factor and its important as an evaluation factor will increase as the degree of equality of technical competence between proposals increase.

The USAID will determine offeror responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

1. **adequate financial resources or the ability to obtain them;**
2. **ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;**
3. **satisfactory record of integrity and business ethics;**
4. **necessary organization, experience, and skills or the ability to obtain them;**
5. **necessary equipment and facilities or the ability to obtain them; and**
6. **otherwise qualified and eligible to receive an award under applicable laws and regulations.**

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) **Competitive Range:** If the Contracting Officer determines that discussions are necessary, he/she 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 USAID may exclude an offer if it is so deficient as to essentially require a new technical

proposal. The USAID 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 USAID may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the USAID 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 subfactors as set forth in this solicitation.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

M.5 SMALL BUSINESS PARTICIPATION

Past performance of offerors in using SB concerns (insert weight)

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

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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

386-04-003

ATTACHMENTS

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.
2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
--	------

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

**ATTACHMENT 4
CERTIFICATE OF CURRENT COST AND PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____.**

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The USAID will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the USAID to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the USAID receives offers in more than one currency, the USAID will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.