

**Population, Health and Nutrition Technical Assistance and Support Contract Three – Global Health (TASC3 – Global Health) INDEFINITE QUANTITY CONTRACT  
SECTION A –REQUEST FOR TASK ORDER PROPOSAL (RFTOP)**

Workplace-Based Prevention and Employment and Supportive Services for High-Risk Individuals in Vietnam.

1	RFTOP Number	486-08-027
2	Date RFTOP Issued	<b>June 16, 2008</b>
3	Issuing Office	Regional Office of Procurement, USAID, Regional Development Mission/Asia Bangkok, Thailand
4	Contracting Officer	<i>Stephen Thomas/Patrick Wilson, Regional Contracting Officer</i> Office: 662-263-7437 Fax: 662-263-7498 E-mail: <a href="mailto:sthomas@usaid.gov">sthomas@usaid.gov</a> ; <a href="mailto:pwilson@usaid.gov">pwilson@usaid.gov</a>
5	Proposals to be Submitted to	<i>Praveena ViraSingh</i> Office: 662-263-7454 Fax: 662-263-7498 Email: <a href="mailto:pvirasingh@usaid.gov">pvirasingh@usaid.gov</a>
6	Proposals Due	July 16, 2008
7	Payment Office	See Section G.4 Invoices
8	Name of Firm	
9	IQC Task Order Number	
10	DUNS number	
11	Tax Identification Number	
12	Address of Firm	
13	RFTOP Point of Contact	Name: Praveena ViraSingh Phone: 662-653-7454 Fax: 662-263-7498 Email: <a href="mailto:pvirasingh@usaid.gov">pvirasingh@usaid.gov</a>
14	Person Authorized to Sign RFTOP	Patrick Wilson, Regional Contracting Officer Email: <a href="mailto:pwilson@usaid.gov">pwilson@usaid.gov</a>
15	Signature	
16	Date	

## **SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS**

### **B.1 PURPOSE**

The United States Agency for International Development (USAID), Vietnam requires support **to expand and strengthen HIV/AIDS prevention; care and support services in Vietnam** as detailed in Section C.1 Background.

### **B.2 CONTRACT TYPE**

This is a Cost Plus Fixed Fee Contract. Other direct costs will be considered as cost-reimbursable items. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

### **B.3 BUDGET**

a. This is a Cost Plus Fixed Fee (CPFF) Task Order. The estimated cost for the performance of the work required hereunder, exclusive of fee is \$\_\_\_\_\_. The ceiling fixed fee is \$\_\_\_\_\_. The total estimated cost plus fixed fee is \$\_\_\_\_\_.

b. Within the estimated cost plus fixed fee, if any, specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$\_\_\_\_\_. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22). See Section I of the basic IQC.

c. The contractor will not be paid any sum in excess of the ceiling price or obligating amount, whichever is less.

d. Budget Schedule:

To be determined.

### **B.4 PAYMENT**

The paying office is as referenced in Section G.4.

**END OF SECTION B**

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

### C.1. INTRODUCTION:

#### 1. Title

The title of the program in this task order is Workplace-Based Prevention and Employment and Supportive Services for High-Risk Individuals in Vietnam.

#### 2. Background

This project will support the U.S. Government Five-Year Strategy for HIV/AIDS in Vietnam under the President's Emergency Plan for AIDS Relief (PEPFAR). Specifically, the goals of this project are to prevent HIV infection among high-risk individuals in Vietnam and to provide employment opportunities and services for people living with HIV/AIDS (PLHA) and other high-risk individuals.

Through this award, USAID/Vietnam aims to continue to ensure achievement of the program objective to expand and strengthen HIV/AIDS prevention; care and support services in Vietnam. Under USAID's Foreign Assistance Framework, the program will contribute to the Program Objective of Investing in People in the Health Program area and Program Elements: 1.1.HIV/AIDS. The successful Contractor must implement HIV prevention programs that promote risk reduction behaviors, employment opportunities and services to PLHA and other high-risk individuals in Vietnam and in accordance with the specifications outlined in the Statement of Work below. Please note that any amount of funds generated from the program must be reduced from the overall USG cost of the program.

To achieve the above stated goals, this project will achieve the following objectives:

- a. Support targeted enterprises to provide comprehensive HIV prevention education, establish supportive workplace policies, and provision of or referral to HIV testing and other services for employees, with a particular focus on large urban workforces with a high proportion of potentially high-risk individuals who work far from home.
- b. To test and implement innovative approaches to deliver HIV prevention programming and service referrals in small workplaces with extremely high risk profiles such as entertainment establishments.
- c. To expand access to employment services - including supportive workplace policies, efforts to reduce stigma and discrimination, employee job placement, innovative job opportunities, vocational training, forming networks for high-risk groups, job retention, drug treatment services, HIV counseling, and other supportive services - among 06 center returnees, recovering injecting drug users (IDUs), and PLHAs.

#### A. *HIV/AIDS in Vietnam*

UNAIDS estimates that adult HIV prevalence in Vietnam is 0.53%, but prevalence among injecting drug users (IDU) is estimated at 23.1% and reaches 70% in some provinces

(MOH). Although HIV has spread to other high-risk populations, evidence suggests that IDU is still the upstream cause of many new HIV infections. HIV prevalence among female sex workers (FSW) is 4.2%, but the 2005/2006 Integrated Behavioral and Biological Survey (IBBS) revealed that HIV infection rates were three to thirty times higher among sex workers who reported IDU than those who did not, and that IDU was a strong predictor of overall HIV prevalence in this population. Similarly, the IBBS found HIV prevalence of 9% among men who have sex with men (MSM) in Hanoi and 5% in Ho Chi Minh City, with figures three to five times higher among MSM who reported IDU. Almost 80% of reported AIDS cases are in men between the ages of 20 and 39. Among youth, vulnerability to HIV infection is substantial among those who inject drugs, have transactional sex, or both.

### ***B. USG's Prevention Approach in Vietnam***

Despite dramatic increases in USG resources available to combat HIV/AIDS in Vietnam, the country's large population and low prevalence concentrated epidemic calls not only for a "prevention focus," but also for a highly focused approach to prevention that prioritizes reaching, partnering with, and meeting the needs of most-at-risk populations. The PEPFAR program in Vietnam supports comprehensive HIV prevention programming, with a particular focus on highest risk groups including IDUs, FSW and their clients, MSM, migrant populations, and high-risk youth. Workplace-based programs are a critical channel for providing prevention and other supportive services to high-risk adults, and the provision of employment services for high-risk individuals can help facilitate the adoption of safer behaviors and improve care and treatment related outcomes.

### ***C. Task Order Background***

The USG has provided technical assistance and support to enhance the response of various enterprises in Vietnam. Workplace-based programs have been supported by USAID through PEPFAR funds from the beginning of PEPFAR in Vietnam in 2005, as they are seen as a critical channel for reaching individuals who may be at high-risk of HIV, in addition to creating environments where the rights of PLHA are protected and HIV-related stigma and discrimination are reduced.

Through the FY2008 Country Operational Plan (COP) development process, USAID/PEPFAR Vietnam reevaluated their current portfolio. Several large international NGOs (INGOs) are currently subpartners and USAID/PEPFAR Vietnam determined that it would be more beneficial to have a direct contractual relationship with partners implementing these critical programs. Follow-on procurements are required in order to establish direct relationships with partners performing these activities. While priorities for these follow-on activities are well articulated in the COP, the procurement design process allowed USAID/PEPFAR Vietnam the opportunity to assess and review the current work and accomplishments to assure that follow-on programs are sharply focused on epidemiological needs and the strategic vision of PEPFAR/Vietnam.

Workplace programming in Vietnam is a strategic priority for several reasons:

- Workplaces provide a structured environment in which to reach adults with critical information and services. Many large employers in manufacturing, construction, etc. draw large proportions of migrant populations. These workforces are often far from home and many of the supportive social structures that may serve as protective factors against drug use and risky sexual behavior. For enterprises that are willing,

the workplace provides an opportunity to reach employees in a consistent and structured manner with prevention education and related commodities including condoms. Health services offered in the workplace by many employers also provide a potential platform for risk assessments and referrals to services, as well as the potential provision of care and treatment services in the workplace.

- Workplaces that adopt policies supportive of PLHA and that discourage stigma serve as leaders and models in a society with deeply entrenched stigma related to HIV. Workplace-based policies and programs related to HIV present a key opportunity to change norms around HIV stigma and discussions of related risk factors. These policies and programs also help make a more supportive working environment for PLHA and recovering IDUs seeking greater livelihood stability.
- Livelihood security and job retention have been shown to be important factors in successful rehabilitation from drug addiction and prevention of relapse, as well as a critical component of securing a healthy lifestyle for PLHA. In particular, those who have been recently released from government-run rehabilitation centers are at high risk of relapse to behaviors that place them and others at high risk of HIV, as they are often released with little assistance to help with the transition back into the community. However, the USG has made progress recently in working with various government entities, including MOLISA (Ministry of Labor, Invalids, and Social Affairs), to promote some supportive services that will make relapse less likely and provide HIV+ returnees with the care and support services they need. MOLISA is supportive of the notion that vocational skills and employment may help returnees integrate more successfully. The USG is working to create an environment in selected workplaces where rehabilitation center returnees and IDUs could seek stable employment linked to other essential support services.

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

### **A. *Key Strategic Elements and Results***

Below are the key strategic elements followed by the results and illustrative indicators for this task order. The Contractor must design and deliver a workplace-based program which promotes commodities, services and safer behaviors. The components of that program must at a minimum include the following key strategic elements but need not be limited to them.

1. The Contractor must establish curriculum-based or other structured HIV prevention and stigma reduction programs, including sustainable distribution and a strong focus on social marketing of condoms through linkages other PEPFAR or non-PEPFAR partners, behavior change messages, referrals to VCT and other services in a variety of enterprises.
2. The Contractor must develop and implement a strategy that appeals to enterprises and convinces them to adopt HIV workplace policies and ensure PLHA rights in the workplace.
3. The Contractor must focus their efforts on enterprises with higher-risk profiles.
4. The Contractor must develop and implement a strategy that tests and expands workplace prevention programming along with a service referral system that will reach small, but high-risk workplaces such as entertainment establishments.
5. The Contractor must assess the employment-related aspirations and needs of recovering IDU, PLHA, and other individuals facing high HIV-related risks in Vietnam.

This information will be used to inform the Contractor on the types of employment opportunities to be developed.

6. The Contractor must create an employment services network that facilitates access to relevant employment services and vocational training among high-risk individuals being reached through other PEPFAR-supported prevention, care and treatment initiatives in Vietnam.
7. The Contractor must work with enterprises to devise a system that will make the hiring 06 center (government run centers for IDUs) returnees and PLHA an appealing prospect, to include preparing workplaces to take on 06 center returnees in a supportive and non-discriminatory manner.
8. The Contractor must establish and maintain a positive working relationship with MOLISA, with the objective to develop a supportive strategy for job placement of recovering IDU as well as to encourage workplaces to adopt HIV workplace policies and supportive on-site programs.
9. The Contractor must work with other service providers in Vietnam who may have PLHA and recovering IDU in their care (including those providing ARV, case management, drug substitution therapy, etc.), in order to leverage comprehensive support services for the high-risk populations that will be integrated into the workforce, and to provide referrals to those who are not yet accessing these critical services.
10. The Contractor must establish and cultivate a close working relationship with Provincial Authorities (DOLISA, PACs) and local NGOs to improve their ability to develop evidence-based, client-focused HIV/AIDS programs. The Contractor must build the capacity of local partners in HIV prevention programming through job placement and retention for high-risk individuals.
11. The Contractor must implement assessments, or process and outcome evaluations to best focus work on highest-risk workplaces or employees, and establish promising practices and lessons learned in job placement for PLHAs and recovering IDUs.
12. Gender issues must also be addressed in all stages of the activity where appropriate.

During the life of the program the Contractor must use the information derived from program monitoring and evaluation to propose additional innovative approaches to establishing workplace-based programming. Additional activities are particularly encouraged as they relate to relationships with MOLISA and other current HIV care and support providers, as well as to activities that could establish more comprehensive HIV prevention, care, and treatment services within workplace settings.

USAID HIV/AIDS funds are subject to the PEPFAR requirements; therefore the Contractor must, at minimum, report on all relevant PEPFAR indicators (see Appendix J.6: Emergency Plan Reporting Requirements and Indicators). The Contractor must include additional program indicators to provide for more detailed program monitoring and reporting to the CTO. Routine data quality assessments are also required. A final set of indicators must be developed by the Contractor after the award is made in collaboration with the CTO based on the targeted results described in the Instructions to Offers.

The activities under the key program areas, both continuing and illustrative, will be focused to achieve the following results over the life of the project. The final indicators and targets for the results will be established with the CTO and the USG Strategic Information Technical Working Group.

### **Result 1: Reduction in HIV-related risk behaviors among employees of enterprises**

Illustrative Indicators:

- Number of employees reached with small group or interpersonal behavior change programs
- Number of condoms distributed/sold
- Number of enterprises/workplaces conducting HIV prevention programs

**Result 2: Increase in workplaces adopting HIV workplace policies and supporting on-site HIV prevention programming**

Illustrative Indicators:

- Number of HIV/AIDS-related policies adopted and implemented in the workplace
- Number of enterprises provided with technical assistance for HIV/AIDS-related policy development and implementation
- Number of enterprises that have adopted and implemented HIV-related policies
- Number of individuals trained in enterprises on HIV-related policy development and implementation

**Result 3: Reduction in HIV-related stigma and discrimination among employees of enterprises**

Illustrative Indicators:

- Number of enterprises that have developed and implemented HIV-related stigma and discrimination reduction programs
- Number of employees trained in HIV-related stigma and discrimination reduction
- Number of enterprises trained in HIV-related stigma and discrimination reduction

**Result 4: Increase in PLWHAs, recovering IDU, and rehabilitation center returnees who receive vocational training, employment counseling and job placement assistance, and supportive services to improve retention of employees.**

Illustrative Indicators:

- Number of individuals who receive vocational training, employment counseling, and/or other supportive services to improve employee retention.
- Number of enterprises trained in the provision of services to improve employment retention of high-risk employees
- Number of enterprises who employ and support post- recovery IDUs and other high risk individuals
- Number of high-risk individuals employed and/or receiving supportive services from targeted enterprises

**Result 5: Increased cooperation between MOLISA, other Government of Vietnam agencies, and other organizations providing coordinated, employment and support services for PLWHA, IDUs, and other high-risk populations.**

Illustrative Indicator:

- Number of instances where the MOLISA and other Government of Vietnam agencies worked closely with local organizations in providing coordinated and comprehensive HIV care programs for high-risk populations

### **C.3 COLLABORATION**

The Contractor must collaborate with projects both within USAID/Vietnam's health and social portfolio and those in other sectors as appropriate as well as with other relevant regional civil society groups and donor initiatives. The Contractor must collaborate with the USG interagency team on the ground – CDC, DOD, DOS, HHS and USAID regarding coordination of activities. In addition, where appropriate, the Contractor must participate in the USG interagency technical working group meetings.

#### **C.4. PROGRAM MANAGEMENT AND STAFFING**

1. Technical Direction and Coordination: The USAID/Vietnam CTO will be responsible for all day-to-day management, oversight, and technical direction of the Contractor and overall HIV/AIDS Prevention, Care and Treatment program. The CTO will provide technical directions during the performance of this Task Order, both in writing and verbally. The Contractor must meet at least biweekly (via conference call or in person) with the CTO or his/her designee to review the status of activities, and shall make periodic, unplanned verbal and written briefings to USAID Vietnam and USG PEPFAR staff as appropriate.

2. Personnel Requirements: The Contractor must provide key technical personnel and other personnel as part of the technical proposal to implement the major tasks above. USAID/Vietnam leaves to the Contractor to determine the appropriateness of employing overseas and/or local hires, however, such staff must have played important coordination and support roles in past and current population and health programs. USAID/Vietnam requires the establishment of a country office in Vietnam; Contractor presence is required in order to facilitate management and coordination with USG/Vietnam.

#### **C.5. REPORTING REQUIREMENTS**

USG/Vietnam reporting requirements: The Contractor must comply with all USG/Vietnam reporting requirements, including but not limited to Annual and Semi-Annual Performance Reports and Annual Country Operational Plan submissions. The Contractor must ensure that all of the country-specific USG reporting requirements are met.

A. Annual work plan: The Contractor must develop annual work plans in concert with other USG/Vietnam partners, keyed to each USG fiscal year of the contract. Subsequent 12-month work plans through the end of the task order must be prepared and submitted to the CTO not later than 45 days before the close of each preceding operating year.

The work plan must include, at a minimum:

- a. Proposed accomplishments and expected progress towards achieving task order results and performance measures tied to the M&E plan;
- b. Timeline for implementation of the year's proposed activities, including target completion dates;
- c. Information on how activities will be implemented;
- d. Personnel requirements to achieve expected outcomes;
- e. Major commodities to be procured;



- f. Details of collaboration with other major partners;
- g. Detailed budget; and,
- h. Targets and anticipated results and milestone indicators against which the Contractor will be evaluated (jointly established with the CTO)

B. Quarterly progress reports: The Contractor must prepare and submit to the USAID/Vietnam CTO a quarterly report within 30 days after the end of the Contractor's first full quarter, and quarterly thereafter. These reports will be used by USAID/Vietnam to fulfill electronic reporting requirements to Washington; therefore, they need to conform to certain requirements. The report must contain, at a minimum:

- 1. Progress (activities completed, benchmarks achieved, performance standards completed) since the last report by country and program area;
- 2. Problems encountered and whether they were solved or are still outstanding;
- 3. Proposed solutions to new or ongoing problems;
- 4. Success stories;
- 5. Documentation of best practices that can be taken to scale; and.
- 6. List of upcoming events with dates.

C. The Contractor must submit quarterly financial reports to USAID within 45 calendar days following the end of each quarter. They must be disaggregated at the program area and contain, at a minimum:

- 1. Total contract budget
- 2. Total funds awarded to date by USAID into the task order (Total funds obligated to date);
- 3. Total funds previously reported as expended by contractor by main line items;
- 4. Total funds expended in the current quarter by the contractor by main line items;
- 5. Total funds expended (actual plus estimated accrued) towards the end of the report period
- 6. Total unliquidated obligations by main line items; and
- 7. Unobligated balance of USAID funds.
- 8. Estimated expenditures for remainder of year

D. The Contractor must submit short-term consultants' reports to USAID in a mutually agreed-upon format and time frame.

E. The Contractor must submit proposed travel; subcontracts; and scopes of work, costs and CVs for proposed short-term consultants to the CTO for review and approval.

F. Special reports: From time to time, the Contractor must prepare and submit to USAID special reports concerning specific activities and topics.

G. Completion report: At the end of the task order, the Contractor must prepare a completion report which highlights accomplishments against work plans, gives the final status of the benchmarks and results, addresses lessons learned during implementation and suggests ways to resolve constraints identified. The report must provide recommendations for follow-on work that might complement the completed work.

## **C. 6. IMPLEMENTATION**

The Contractor shall provide contract management necessary to fulfill all the requirements of this task order. This includes cost and quality control under this contract.

The Offeror must fulfill the following administrative requirements:

- Set up a project office in Vietnam;
- Recruit and field local and international consultants and experts as needed. Where feasible, the contractor must make maximum use of available local expertise for short-term assignments. In fielding all short-term experts but particularly with expatriate short-term expertise, the contractor must ensure continuity of technical assistance by utilizing a limited pool of specialists who make repeated visits to work on continuing activities;
- Organize in-country logistics and travel for meetings, site visits and other activities outlined in the approved program implementation plan;
- Ensure compliance with all applicable USAID rules and regulations. Financial support for this program comes from PEPFAR. The contractor must manage funds ensuring strict adherence to all USAID funding guidelines and regulations.

#### **C.7. PERFORMANCE MONITORING and EVALUATION PLAN**

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports submitted to the Cognizant Technical Officer (CTO).

The Contractor must develop and execute a Monitoring and Evaluation (M&E) plan, which includes process, output, outcome and impact components, in consultation with the CTO after the award is made. For each indicator, the Monitoring and Evaluation (M&E) plan must provide interim and final targets, data sources, collection methods, and baseline information or a timeline for collecting it. Routine data quality assessments are also required. Additional indicators must be developed by the Contractor in collaboration with the CTO based on the results to be achieved listed in above. Expected program results with illustrative indicators, mid-term milestones/ benchmarks, and end-of-project targets/results must be elaborated in the M&E plan. In addition to proposing indicators for each result, all indicators are mandatory and must be reported annually for the entire previous fiscal year (October 1 to September 30).

Data sources and collection methodologies must also be noted for each monitoring and evaluation component detailed in the monitoring & evaluation plan. Contractors must also submit qualitative data on program achievements and results. The Contractor must engage local agencies where appropriate for all planned assessments and evaluations.

During the initial program period, the Contractor must work closely with the CTO to establish final indicators, as well as baseline data and performance targets for each indicator. The M&E plan must be submitted to the CTO for approval within 60 days of the award of the Task Order. USAID and the successful applicant must conduct periodic activity reviews to monitor the progress of work and the achievement of results as based on the targets specified in the M&E plan. Financial tracking data must be required on a quarterly basis.

The M&E plan will be revised as appropriate on an ongoing basis in collaboration with USAID/Vietnam

**END OF SECTION C**

## **SECTION D – PACKAGING AND MARKING**

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

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

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

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

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

### **D.2 BRANDING**

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

**END OF SECTION D**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 TASK ORDER PERFORMANCE EVALUATION**

Task order performance evaluation shall be performed in accordance with *Global Health-TASC 3 IQC*, Section E.2 .

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID/Vietnam, or at any other location where the services are performed and reports and deliverables or outputs are produced and submitted. The Task Order CTO (TO-CTO) identified in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**END OF SECTION E**

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The estimated period of performance for this task order is o/a October 1, 2008 through September 30, 2013.

### **F.2. DELIVERABLES**

See Section C for full information and definitive listing. All of the evaluation findings, conclusions, and recommendations shall be documented in the Final Report. All written deliverables shall also be submitted electronically to the CTO. Bound/color printed deliverables may also be required, as directed by the CTO.

### **F.3 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS**

Regional Contracting Officer  
U.S. Agency for International Development Asia  
93/1 GPF Towers A, 5th Floor  
Wireless Road, 10330  
Bangkok  
Thailand  
Telephone: 662-263-7400  
Fax: 662-263-7498

The Cognizant Technical Officer (CTO) will be designated separately.

### **F.4 PLACE OF PERFORMANCE**

The duty post for this Task Order is Hanoi, unless so authorized by USAID to be located elsewhere. Travel is required within Vietnam, the Asia region and elsewhere.

### **F.5 AUTHORIZED WORK DAY / WEEK**

The contractor is authorized up to a six-day workweek for short-term consultants in the field with no premium pay

### **F.6 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections I, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as described in Section C to the CTO. All reports and other deliverables shall be in the English language, unless otherwise specified by the CTO.

### **F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (AAPD 04-06)**

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

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

(b) Submission requirements.

(1) Distribution.

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

(A) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org);

(B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA;

(C) Via Fax: (301) 588-7787; or

(D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

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

(2) Format.

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

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

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

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

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

(A) Name and version of the application software used to create the file, e.g., MSWord6.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

## **F.8 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for this activity is 935. Approval to procure Rapid Diagnostic Tests (RDTs), insecticide treated nets (ITNs), antiretrovirals (ARVs); antimalarial medicines and other pharmaceuticals, and vehicles for program implementation purposes from code 935 countries shall be subject to USAID-wide restrictions and source, origin and nationality requirements and shall be reviewed case by case upon request. In general, local procurement is authorized subject to the provisions of AIDAR 752.225-71, "Local Procurement (FEB 1997)". There is a global waiver entitled, "Expedited Acquisition and Assistance Procedures for USAID's Activities and Programs Related to the Prevention, Care, and Treatment of HIV/AIDS" (December 20, 2007 through 2013).

**END OF SECTION F**

## **SECTION G – TASK ORDER ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

### **G.2 TECHNICAL DIRECTION**

USAID/Vietnam shall provide technical oversight to the Contractor through the designated CTO. The contracting officer shall issue a letter appointing the CTO for the task order and provide a copy of the designation letter to the contractor.

### **G.3 ACCEPTANCE AND APPROVAL**

In order to receive payment, all deliverables must be accepted and approved by the CTO.

### **G.4 INVOICES or PAYMENT**

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management, USAID, RDMA. One copy of the voucher and the invoice shall also be submitted to the Contracting Officer and the CTO.

The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation.

Paper Invoices shall be sent to the following address:

Office of Financial Management,  
United States Agency for Development, RDMA  
93/1 GPF Towers A, 5<sup>th</sup> Floor,  
Wireless Road,  
Bangkok, 10330  
Thailand

**END OF SECTION G**



## **SECTION H – SPECIAL TASK ORDER REQUIREMENTS**

### **H.1 KEY PERSONNEL**

The key personnel identified below are considered to be essential to the work being performed. Unless otherwise agreed to in writing by the Contracting Officer, the Contractor must be responsible for providing such personnel as specified in the Task Order. Failure to provide key personnel designated below may be considered nonperformance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor. The Contractor must immediately notify the Contracting Officer and CTO of any key personnel's departure and the reasons therefore. The Contractor must take the necessary steps to immediately rectify this situation and must propose a substitute candidate for each vacated position along with a budget impact statement, if requested, in sufficient detail to permit evaluation of the impact on the program. The Contractor must make no replacement of key personnel without the written approval of the Contracting Officer and the CTO.

The Contractor must provide the following key personnel for the performance of this task order:

- 1) Task Order Manager/Director
- 2) Drug Addiction Recovery /IDU Rehabilitation and Employment Specialist (the Contractor must have one 100% FTE with these technical skills and experience)

USAID reserves the right to adjust the level of key personnel during the performance of this task order.

### **H.2 LANGUAGE REQUIREMENTS**

All deliverables shall be produced in English.

### **H.3 GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

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

### **H.4 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

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

### **H.5 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS**

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

## **H.6 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98-21)**

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

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

## **H.7 GENDER CONSIDERATIONS**

As part of the technical application, the Respondents must outline explicit gender considerations for this contract.

## **H.8 EXECUTIVE ORDER ON TERRORISM FINANCING**

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

## **H.9 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE**

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

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

(i) Contractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

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

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

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

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

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

(ii) "Commodity" means any material, article, supply, goods, or equipment.

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

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

(d) Where. Submit the reports to:

Office of Financial Management  
USAID, Regional Development Mission/Asia  
GPF Witthayu, Tower A, 5th Floor  
93/1 Wireless Road  
Bangkok 10330 Thailand

Or

Office of of Financial Management  
USAID, Regional Development Mission/Asia  
Box 47  
APO AP 96546

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

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

## **H.10 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies,

activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

#### **H.11 SALARY SUPPLEMENTS**

Any payments by the contractor to employees of any government in the region at any level shall be subject to the USAID policy on salary supplements dated April 1988 (or as amended). When this issue arises during the life of the task order, the contractor shall consult with USAID on any questions regarding the applicability of the policy.

#### **H.12 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ACQUISITION) (JUNE 2005)**

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

#### **H. 13 CONDOMS (ACQUISITION) (JUNE 2005)**

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at: [http://www.usaid.gov/our\\_work/global\\_health/aids/TechAreas/prevention/condomfactsheet.html](http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html)

#### **H.14 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (OCTOBER 2007)**

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), as a condition of being awarded USAID funds for HIV/AIDS activities under this contract or subcontract, a non-governmental organization or

public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking.

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

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

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

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

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

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

(c) The following definition applies for purposes of this provision:

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

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

(e) Any violation of this clause will result in the immediate termination of this contract by USAID.

(f) This clause does not affect the applicability of FAR 52.222-50 to this contract."

#### **H.15 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (JUNE 2005)**

*(Applicable to assistance instruments awarded by the Contractor.)*

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non governmental organization or public international

organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C.7102(9).

(d) The recipient shall insert this provision, which is a standard provision, in all subagreements.

(e) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

## **H.16 INTERNATIONAL TRAVEL APPROVAL**

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

## **H.17 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)**

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

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

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

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

This includes HSPD-12 procedures established in USAID/Washington as well as those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

#### **H.18 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

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

#### **H. 19 AIDAR 752.7007 PERSONNEL COMPENSATION**

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

#### **H.20 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. See Attachment \_\_\_\_\_

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

**END OF SECTION H**



**SECTION I – CONTRACT CLAUSES**

**I.1 Global Health – TASC 3 IQC.**

**END OF SECTION I**

## SECTION J – LIST OF DOCUMENTS EXHIBITS AND OTHER ATTACHEMENTS

### SECTION J - LIST OF ATTACHMENTS –

Attachment Number	Title
J.1	USAID FORM 1420-17 Contractor Biographical Data Sheet *
J.2	Past Performance Report
J.3	SUBCONTRACTING PLAN
J.4	Acronym List
J.5	USG Vietnam 5-Year HIV Strategy
J.6	Emergency Plan Reporting Requirements and Indicators manual
J.7	National Strategic Plan on HIV/AIDS Prevention for 2004-2010 with a Vision to 2020
J.8	Law on HIV/AIDS Prevention and Control (June 2006)
J.9	Communist Party Directive #54 on Strengthening Party's Leadership in HIV/AIDS programs (November 2005).
J.10	Chart of PEPFAR Partners

\* A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/) . The copy of the form is being provided herewith for reference purpose only.

**END OF SECTION J**

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

**K.1 CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

“The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## K. 2 ORGANIZATIONAL INTEGRITY GUIDANCE

USAID contractors, grantees and recipients of cooperative agreements (“Recipients”) must have objective integrity and independence from any affiliated organization that engages in activities inconsistent with a policy opposing prostitution and sex-trafficking (“restricted activities”). A Recipient will be found to have objective integrity and independence from such an organization if:

- (1) The affiliated organization is a legally separate entity<sup>1</sup>;
- (2) The affiliated organization receives no transfer of Leadership Act funds, and Leadership Act funds do not subsidize restricted activities; and
- (3) The Recipient is physically and financially separate from the affiliated organization. Mere bookkeeping separation of Leadership Act funds from other funds is not sufficient. USAID will determine, on a case-by-case basis and based on the totality of the facts, whether sufficient physical and financial separation exists. The presence or absence of any one or more factors will not be determinative. Factors relevant to this determination shall include but will not be limited to:
  - (i) The existence of separate personnel, management, and governance;
  - (ii) The existence of separate accounts, accounting records, and timekeeping records;
  - (iii) The degree of separation from facilities, equipment and supplies used by the affiliated organization to conduct restricted activities, and the extent of such restricted activities by the affiliate;
  - (iv) The extent to which signs and other forms of identification which distinguish the Recipient from the affiliated organization are present, and signs and materials that could be associated with the affiliated organization or restricted activities are absent; and
  - (v) The extent to which USAID, the U.S. Government and the project name are protected from public association with the affiliated organization and its restricted activities in materials such as publications, conferences and press or public statements.

\_\_\_\_\_  
Signature: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## K.3 Key Individual Certification Narcotics Offenses and Drug Trafficking form

### KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

<sup>1</sup> Regarding Required Action (2), the Federal Acquisition Regulation (FAR) subpart 2.101 defines “Affiliates” as follows:

“Affiliates” means associated business concerns or individuals if, directly or indirectly—

- (1) Either one controls or can control the other; or
- (2) A third party controls or can control both.

This definition is not inconsistent with the guidance provided in this amendment to AAPD 05-04. There is no corresponding definition in USAID assistance regulations.

(To be completed by all individuals identified as key personnel in the applications.)

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

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

### L.1 GENERAL

The United States Agency for International Development Vietnam is issuing a Request for Task Order Proposals (RFTOP) under the Global Health TASC 3 Indefinite Quantity Contract (IQC) for Workplace-Based Prevention and Employment and Supportive Services for High-Risk Individuals in Vietnam. Subject to annual availability of funds, USAID intends to award a Task Order of between \$2,800,000 to \$3,125,000 over a five-year period (o/a October 1, 2008 – September 30, 2013), with approximately \$600,000 to \$625,000 available in the first year. The Task Order will permit the Contractor to carry out activities in Vietnam after receiving Government of Vietnam approval to operate in Vietnam. USAID reserves the right to fund any or none of the proposals submitted. USAID will be directly involved in the implementation and performance monitoring of this award.

The Government anticipates the award of one (1) cost plus fixed fee task order as a result of this RFTOP; however, it reserves the right to make multiple awards or no award.

### L.2 ACQUISITION SCHEDULE

**All Questions relating to this RFTOP must be submitted to *Praveena ViraSingh* at *pvirasingh@usaid.gov* via email no later than *June 24, 2008*. Unless otherwise notified by an amendment to the RFTOP, no questions will be accepted after this date. Offerors must not submit questions to any other USAID staff, including the technical office for either the Task Order or the basic IQC.**

### L.3 PROPOSAL INSTRUCTIONS

Proposals for the attached statement of work must contain the following:

1. A certification that no USAID employee has recommended an individual for use under the proposed task order who was not initially located and identified by your organization.
2. A list of at least three (3) recently completed contracts/subcontracts or on-going contracts/subcontracts or cooperative agreements/grants that are similar to the attached statement of work, for federal, state, and local governments or for commercial firms within the last three years. To ensure uniformity of information for conducting the reference checks, the Offeror must complete Part 1 (Blocks 1 through 9) of the Past Performance Report for the listed contracts/subcontracts. This form is attached. If the offeror encountered problems on any of above mentioned contracts, it may provide a short explanation of the problem and the corrective action taken. If the offeror does not follow the prescribed format, then care must be taken to ensure that the substance of the requested information is provided. Reference information should include recent email, fax, and phone numbers and address of contact persons. USAID may contact representatives from the references provided by the offeror to obtain information on the offeror's past performance. The offeror is advised that USAID may obtain past performance information from sources other than those identified by the offeror. USAID will use the past performance information to assess the quality of the organization's past performance and capability to implement programs similar to that described in the statement of work.

#### **L.4 GENERAL INSTRUCTIONS TO OFFERORS**

- (a) RFTOP Instructions: If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.
- (a) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFTOP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (b) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFTOP.
- (c) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

#### **L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

##### **I. Technical Proposal**

The technical proposal must address how your organization plans to carry out the Statement of Work, not to exceed 25 pages, with single line spacing, 12 point font, and standard one inch margins. The proposal must be submitted electronically and the software must be compatible with Microsoft Office. The Appendices are excluded from the page limitation. All other parts of the technical proposal are included in the 25 page limit. Graphs, tables, charts, cover pages, dividers, table of contents, and attachments (draft work plans, resumes, tables summarizing qualifications of proposed personnel, tables), are not included in the 25-page limitation. All narrative pages must be formatted for readability and avoid unusual formatting. Approximate lengths of each narrative section in the technical proposal are recommended to be as follows:

- a. Cover Page
- b. Executive Summary – Page 1-2
- c. Technical Approach and Collaboration Plan – Pages 3-15
- d. Performance Monitoring and Evaluation Plan - Pages 16-18
- e. Key Personnel and Management Plan– Pages 19-21
- f. Past Performance – Pages 22-23
- g. Corporate Capability - Pages 24-25

The technical proposal must set forth in sufficient detail the conceptual approach, methodology, and techniques for the implementation and evaluation of program activities. The technical proposal must demonstrate responsiveness to the local epidemiologic situation and must include an implementation plan for achieving the expected program results. The implementation plan must clearly outline links between the proposed results, conceptual approach, performance milestones, and a realistic timeline for achieving the program results.

The Offerors must coordinate its proposed activities with other HIV/AIDS initiatives activities being conducted in-country by PEPFAR, other implementing partners, other donors, and the host country government. The proposal must indicate the Offerors' understanding of the activities implemented by PEPFAR implementing partners and other organizations and discuss how activities will be coordinated.

a) Cover Page (up to 1 page which does not count against page limit)

The Offerors must provide a single cover page with the names of the organizations involved in the proposed program. Subcontracts must be listed separately. The Cover Page must include name of the proposed Task Order Project Director, her/his institutional affiliation, name of a contact person for the prime Offeror and her/his contact information.

b) Executive Summary ( up to 2 pages)

The Executive Summary must not exceed two pages and must summarize the key elements of the Offeror's technical strategy, management approach, implementation plan, expected results and evaluation plan.

c) Technical Approach (up to 12 pages)

In 12 pages or less, Offerors must describe the proposed technical strategy and approach. This section must include a brief country assessment including epidemiological context, contextual/behavioral risk factors, potential for program linkages to voluntary counseling and testing, care, and treatment. Offerors must provide a concise description of the technical strategy and methodology (what the Offeror proposes to do and why), including approaches to HIV prevention programming and service delivery, job placement and retention strategies for high-risk groups, efforts to reduce stigma and discrimination, and the development and implementation of HIV workplace policies, including collaboration across sectors and capacity building strategies. Gender issues must also be addressed in all stages of the activity where appropriate. The technical approach section must demonstrate, with sufficient evidence, a comprehensive program to prevent HIV infection among high-risk individuals in Vietnam and provide employment opportunities and services for PLWHA and other high-risk adults.

The technical approach section must demonstrate, with sufficient evidence, an innovative and comprehensive program to prevent HIV infection among most-at-risk and vulnerable populations in Vietnam that describes approaches that promote services, commodities, and safer behaviors among specific target populations. Approaches described must discuss at a minimum, but not be limited to:

An approach to establishing curriculum-based or other structured HIV prevention and stigma reduction programs, including the distribution and a strong focus on social marketing of condoms, behavior change messages, referrals to VCT and other services in a variety of enterprises.

A strategy for appealing to enterprises to adopt HIV workplace policies and ensure PLWHA rights in the workplace.

A process for identifying enterprises with higher-risk profiles in order to focus efforts.

A strategy for testing and expanding workplace prevention programming and a service referral system that will reach small, but high-risk workplaces such as entertainment establishments.

A strategy for assessing the employment-related aspirations and needs of recovering IDU, PLWHA, and other individuals facing high HIV-related risks in Vietnam.

A strategy for creating an employment services network that facilitates access to relevant employment services and vocational training among high-risk individuals being reached through other PEPFAR-supported prevention, care and treatment initiatives in Vietnam.

An approach to working with enterprises to make the placement of O6 center (government run centers for IDUs) returnees and PLWHA an appealing prospect, as well as an approach for



preparing workplaces to take on O6 center returnees in a supportive and non-discriminatory manner.

A description of how relationships will be established and maintained with MOLISA, with particular attention to developing a supportive strategy for job placement of recovering IDU as well as encouraging workplaces to adopt HIV workplace policies and supportive on-site programs.

Collaboration Plan: The Offerors must clearly outline how they plan to collaborate with other organizations, US government and host country government agencies, and/or indigenous organizations already working in-country for the implementation of the task order. The Offeror must have a solid picture of all related HIV/AIDS activities taking place in-country and be able to coordinate well and avoid duplication of effort.

Offerors must demonstrate a collaborative approach with projects within USG PEPFAR/Vietnam's overall program and those in other sectors as appropriate as well as with other relevant regional civil society groups and donor initiatives. Offerors must be prepared to collaborate with the USG interagency team on the ground – Department of State, USAID, Centers for Disease Control and Prevention, Department of Defense, Department of Health and Human Services, and Department of Labor regarding coordination of activities. In addition, where appropriate, the Offeror must participate in the USG interagency technical working group meetings

Offerors must outline their plans to work with other service providers in Vietnam who may have PLWHA and recovering IDU in their care (including those providing ARV, case management, drug substitution therapy, etc.), in order to leverage comprehensive support services for the high-risk populations that will be integrated into the workforce, and to provide referrals to those who are not yet accessing these critical services.

Offerors must present a plan to work closely with Provincial Authorities (DOLISA, PACs, PHDs) and local NGOs to improve their ability to develop evidence-based, client-focused social marketing programs. The Contractor must build the capacity of local partners in HIV prevention programming through job placement and retention for high-risk individuals

#### d) Performance Monitoring and Evaluation Plan (up to 3 pages)

Offerors must provide a description of any assessments, or process and outcome evaluations that can best focus work on highest-risk workplaces or employees, and establish promising practices and lessons learned in job placement for PLWHAs and recovering IDUs

Offerors must outline the monitoring and evaluation plan and methodology . Please include methods and measures (process, output and outcome) to evaluate program implementation feasibility, replicability, effectiveness and sustainability. Describe how the Offeror, along with any proposed sub-Contractors, would implement the evaluation plan. Expected program results with illustrative indicators, mid-term milestones/ benchmarks, end-of-project results partially provided in this document should be further elaborated in the M&E plan (see Annex 4: Emergency Plan Reporting Requirements and Indicators). Data sources and collection methodologies should also be noted for each indicator.

In addition to the program direct output indicators, the contractor will be responsible to provide data on the coverage of intervention as well as an evaluation plan for project outcomes and

impact such as the significantly reduction in risk behaviors and/or HIV-related stigma and discrimination among target population.

e) Key Personnel and Management Plan (up to 3 pages)

e.1). Key Personnel:

The Offerors must propose and maintain key technical personnel and other personnel deemed appropriate to implement the major tasks described in the Statement of Work. USAID/Vietnam leaves to the Offeror to determine the appropriateness of employing overseas and/or local hires, however, such staff must have played important coordination and support roles in past and current population and health programs.

The Offeror will provide the following as key personnel and provide resumes for the candidates proposed for such positions. The Offeror must choose a staffing structure and determine qualifications of key staff based on their proposed technical approach and implementation plan. The following position must be included among the key personnel in the proposal:

Task Order Manager/Director (the Offeror must have one 100% FTE managing this program)  
Drug Addiction Recovery /IDU Rehabilitation and Employment Specialist (the Offeror must have one 100% FTE with these technical skills and experience)

Additional illustrative key positions are provided below (Offerors must choose a staffing structure and determine qualifications of key staff based on their proposed technical approach and implementation plan):

Project Manager  
HIV Prevention/Behavior Change Specialist  
Monitoring and Evaluation Officer

Offerors must specify the qualifications and abilities of proposed key personnel relevant to successful implementation of the proposed technical approach. The Offeror must also include, in an annex, resumes and biodata sheets (Form AID 1420-17) for all key personnel candidates. Resumes may not exceed three pages in length and must be in chronological order starting with most recent experience. Each resume must be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) ability to serve in the stated position; (b) intention to serve for a stated term of this service; and (c) agreement to the compensation levels which correspond to the levels set forth in the cost proposal.

USAID reserves the right to adjust the level of key personnel during the performance of this task order.

e.2) Management Plan:

Offerors must provide a description of any assessments, or process and outcome evaluations that can best focus work on highest-risk workplaces or employees, and establish promising practices and lessons learned in job placement for PLWHAs and recovering IDUs. Offerors must clearly describe how the task order will be managed, including the approach to addressing problems and challenges. Proposals must outline which subcontractors will conduct the various tasks listed earlier, and describe the roll of, and contractual arrangement with each subcontractor (if any). Offerors must propose a management plan that demonstrates the

Offerors' understanding of management barriers that could occur during project implementation on both a global and country level, and how the Offerors plan to overcome these barriers. The plan must also demonstrate how the Offerors will use existing in-country resources for rapid start up. This plan must also address how the Project Director will liaise with the Cognizant Technical Officer (CTO), in-country staff, and reporting and management among other partners and sub-contractors, if applicable. Offerors must explain the potential for the management approach to effectively contribute to achieving project targets and objectives. Offerors must describe in the proposal the proposed role of each technical staff/advisor in the program and specify where s/he will be based. Offerors must include an organizational chart in an Annex to the technical proposal.

In addition, Offerors must submit a 1 page mobilization plan as part of the management approach which demonstrates their ability to rapidly establish an in-country presence with all the necessary registration and documentation completed before or immediately following the time of the award. The program must be rolled out and operational within 2 months after the award in order to ensure there is a smooth transition with no disruption in services.

The Offeror must fulfill the administrative requirements as described in Section C6.

f) Past Performance (up to 1-2 pages plus annex)

1 The Offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (One whose proposed cost exceeds 30% of the Offeror's total proposed cost) in accordance with the following:

- a. List in an annex to the technical proposal up to **3** of the most recent and relevant contracts for efforts similar to the work in the subject proposal for the Task Order. The most relevant indicators of performance are contracts performed for federal, state, and local governments and for commercial firms within the last five years
- b. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
  - Scope of work or complexity/diversity of tasks,
  - Primary location(s) of work,
  - Term of performance,
  - Skills/expertise required,
  - Dollar value, and
  - Contract type, i.e., fixed-price, cost reimbursement, etc

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

2. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (as required by FAR 15.305(a)(2))
3. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.
4. The Offeror is expected to comply with the instructions regarding the type and amount of detail to be provided on past performance and the format to be used to submit it. If the

Offeror does not follow the prescribed format, then care must be taken to ensure that the substance of the requested information is provided. Failure to do so may seriously impede both the technical evaluation of the Offeror's proposal and the contracting officer's ability to make a positive responsibility determination. Reference information should include recent email, fax, and phone numbers and address of contact persons.

5. USAID may contact representatives from the references provided by the Offeror to obtain information on the Offeror's past performance. The Offeror is advised that USAID may obtain past performance information from sources other than those identified by the Offeror. USAID will use past performance information both for the responsibility determination required in FAR 9.1 and the best value decision in accordance with the instructions in Section L and the evaluation criteria in Section M of this solicitation.

g. Corporate Institutional Capability (up to 1-2 pages) :

1. Offerors must furnish evidence that they along with their proposed major subcontractors' have the ability to plan, implement and monitor program effectively. They must demonstrate their experience in the geographic and program areas identified in the Statement of Work; and organizational experience in managing relevant large-scale projects including activities to improve the HIV/AIDS policy environment, support civil society, improve the quality and use of data for decision making and to advance the policy environment.

2. Offerors must clearly describe their demonstrated ability to manage multiple complex tasks involving collaborative efforts, and maintain clear and effective lines of communication between and among clients.

## **II USAID Branding Strategy**

The offeror shall prepare and submit with the technical proposal, a Branding Implementation Plan and Marking Plan to implement the USAID Branding Strategy described below. The Offeror's branding implementation plan and marking plan shall be an attachment to its technical proposal and will not be included in the page limitation.

### **Required Branding Strategy**

The offeror shall prepare and submit with the technical proposal, a Branding Implementation Plan and Marking Plan to implement the USAID Branding Strategy described below. The Offeror's branding implementation plan and marking plan shall be an attachment to its technical proposal.

#### **A. USAID Branding Strategy:**

Program Name: HIV/AIDS TECHNICAL SUPPORT FOR HIV/AIDS PREVENTION, CARE AND TREATMENT

How the USAID logo will be positioned on materials and communications:

All USAID logos on materials and communications produced under this task order will be positioned in accordance with the standardized USAID regulations on branding. In cases when the activity is jointly sponsored with other US Government (USG) and non-USG entities, the

names and/or logos of these entities will be mentioned in the branding, with an equal level of prominence to the USAID logo.

Desired level of visibility:

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

Other organizations to be acknowledged:

When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

B. Branding Implementation Plans must specifically address the following:

1. How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following: Press releases, Press conferences, Media interviews, Site visits, Success stories, Beneficiary testimonials, Professional photography, PSAs, Videos, and Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: Launching the program, Announcing research findings, Publishing reports or studies, Spotighting trends, Highlighting success stories, Featuring beneficiaries as spokespeople, Showcasing before-and-after photographs, Marketing agricultural products or locally-produced crafts or goods, Securing endorsements from ministry or local organizations, Promoting final or interim reports, and Communicating program impact/overall results.

C. The Marking Plan shall enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added."

## **L.6 COST PROPOSALS**

### **Cost Proposal**

The total budget for this task order is estimated to be \$3,125,000 for the 60-month period.

Detailed costs associated with each program area such as salaries, indirect costs, travel, equipment, and fee, must be provided separately in the proposal.

Offerors must also submit a summary cost proposal by operating period and line items, using the following detailed budget format

Cost Element	Oct 1, 2008 to Sept 30, 2009	Oct 1, 2009 to Sept 30, 2010	Oct 1, 2010 to Sept 30, 2011	Oct 1, 2011 to Sept 30, 2012	Oct 1, 2012 to Sept 30, 2013
Total Direct Labor					
■ Salary and wages					
■ Fringe Benefits					
Consultants					
Travel, Transportation and Per Diem					
Equipment and Supplies					
Subcontracts 1/					
Allowances					
Participant Training					
Other Direct Cost					
Overhead					
G&A					
Material Overhead					
Total Estimated Cost					
Fixed Fee					
Total Estimated Cost Plus Fixed Fee					

1/ Individual subcontractors should include the same cost element breakdown in their budgets as applicable.

The above budget shall be supported by information in sufficient detail to allow a complete analysis of cost. Contractor Employee Biographical Data Sheet (Form AID 1420-17) for the proposed personnel (either US, CCN or TCN), containing salary history for the previous three years. (Bio-data forms must be signed by both the employee and your organization). Offerors must propose costs that they believe are realistic and reasonable for the work in accordance with their respective Task Order Technical Proposals.

There is no page limitation on the Cost Proposal. Please provide a copy of the organization's NICRA if applicable. The budget must be supported by information in sufficient detail to allow a complete analysis of cost; specifically, a budget narrative must be included which discusses, by cost element, the basis of estimate for the budget line item. Offerors must propose costs that are realistic and reasonable for the work in accordance with their respective Task Order Technical Proposals.

Note: Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

**\_END OF SECTION L**

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 GENERAL INFORMATION

- (a) The Government may award a task order without discussions with offerors.
- (b) The Government intends to evaluate task order proposals in accordance with Section M of this RFTOP and award to the responsible contractor(s) whose task order proposal(s) represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research.

For overall evaluation purposes, technical factors are considered *significantly more important than cost/price factors*.

### M.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The technical applications will be evaluated in accordance with the technical criteria set forth below. One award is anticipated, although USAID reserves the right to make more than one award if needed. The award will be made to the responsible implementing partner whose application offers the greatest value to the US Government, cost and other factors considered.

The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of the technical proposal. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which Offerors should address. The number of points assigned to each of the following criteria indicates their relative importance. Within each category, sub-criteria are weighted according to the points indicated. Sub-criteria that do not have weights assigned are intended to broadly inform the scoring process and will not be individually scored or equally weighted, and are further not in any particular order. To make the selection process as objective as possible, each implementing partner should clearly demonstrate how the application meets these criteria.

The specific evaluation criteria are as follows:

### M.3 TECHNICAL APPROACH (40 POINTS) [SEE SECTION L.5 (c)]

The extent of the applicant’s understanding of and feasibility/ability to successfully perform the activities as described in the Statement of Work, including: a brief country assessment including epidemiological context, contextual/behavioral risk factors, current successes and program gaps to date, potential for program linkages for referrals to care and treatment, approaches to HIV prevention programming and service delivery, job placement strategies for high-risk groups, and the development and implementation of HIV workplace policies, including collaboration across sectors and capacity building strategies. This section must demonstrate, with sufficient evidence, an innovative and comprehensive HIV prevention program that includes service



delivery, job placement and retention strategies for high-risk groups (particularly recovering IDUs); development and implementation of HIV workplace policies, including collaboration across sectors and capacity building strategies; adequate consideration of gender in all stages of activity, plans for identifying and addressing stigma and discrimination. This must also include details of any collaboration across sectors and with various partners and capacity building strategies.

A clear description of how the Offeror will collaborate with other organizations, US Government, and host country government agencies, donor organizations, and indigenous organizations.

The extent to which the Offeror demonstrates a collaborative approach with projects within USG PEPFAR/Vietnam's overall program and those in other sectors as appropriate as well as with other relevant regional civil society groups and donor initiatives.

#### **M.4 PERFORMANCE MONITORING AND EVALUATION PLAN (10 POINTS) [SEE SECTION L.5 (d)]**

The Offerors must outline the monitoring and evaluation plan and methodology. Please include methods and measures (process, output and outcome) to evaluate program implementation feasibility, replicability, effectiveness and sustainability. Describe how the Offeror, along with any proposed sub-Contractors, would implement the evaluation plan. Expected program results with illustrative indicators, mid-term milestones/ benchmarks, end-of-project results partially provided in this document should be further elaborated in the M&E plan (see Annex 4: Emergency Plan Reporting Requirements and Indicators). Data sources and collection methodologies should also be noted for each indicator. In addition to the program direct output indicators, the contractor will be responsible to provide data on the coverage of intervention as well as an evaluation plan for project outcomes and impact such as the significantly reduction in risk behaviors and/or HIV-related stigma and discrimination among target population

#### **M.5 KEY PERSONNEL AND MANAGEMENT PLAN (30 POINTS) [SEE SECTION L.5 (e)]**

**Key Personnel.** The demonstrated quality of the proposed Task Order Manager/Director and Drug Addiction Recovery/IDU Rehabilitation and Employment Specialist; as well as demonstrated access to appropriate long term technical personnel with technical experience and expert qualifications in all the programmatic areas outlined in the Statement of Work. The extent and nature of relevant experience and qualifications of long term project staff, as demonstrated by: Technical and managerial expertise and experience of proposed personnel for meeting project goals and results through the proposed approach, including relevant partnerships with regional organizations. Specifically, the overall staff proposed must have demonstrated technical experience and expert qualifications (e.g., HIV prevention and behavior change among high-risk groups, HIV workplace programming and policies, job placement and livelihood programs for high-risk groups, drug addiction/rehabilitation and employment programming, management, and evaluation skills) to carry out the activities outlined in the Statement of Work for headquarters, international and in-country staff. (15 points)

**Management Plan.** The offeror shall clearly describe its ability to manage activities carried out under the Statement of Work, provide technical support and necessary oversight, and work with USAID/RDM/A staff, other USG agencies and Embassies, and other important project partners. The offeror shall explain the potential for the management approach to effectively contribute to achieving project targets and objectives.

The offeror shall describe in the proposal the proposed role of each technical staff/advisor in the program and specify whether s/he will be country-specific or regionally based. The offeror shall also clearly describe the role of and contractual arrangement with each subcontractor (if any), the approach for managing of proposed subcontractors (if any), and demonstrated past experience managing subcontractors (if applicable). Inclusion of an organizational chart in an Annex to the technical proposal (15 points)

**M.6 PAST PERFORMANCE (10 POINTS) [SEE SECTION L.5 (f)] (See FAR 15.305(a)(2) for required elements of the provision**

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

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

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

(d) The contractor performance information determined to be relevant will be evaluated in accordance with the following elements;(1) Quality of product or service, including consistency in meeting goals and targets; (2) Cost control, including forecasting costs as well as accuracy in financial reporting; (3) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks; (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements; (5) Customer satisfaction with performance, including end user or beneficiary wherever possible;(6) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified;(7) Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements.

In cases where 1. an offeror lacks relevant performance history, 2. information on performance is not available, or 3. an offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor, then the offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points<sup>†</sup>. An exception to this neutral rating provision: the non-small

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<sup>†</sup> For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. If this sub factor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime offeror's technical proposal will have a maximum of 90

businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

#### **M.7 Corporate Institutional Capability (10 points) [See Section L.5 (g)]**

1. Offerors must furnish evidence that they along with their proposed major subcontractors' have the ability to plan, implement and monitor program effectively. They must demonstrate their experience in the geographic and program areas identified in the Statement of Work; and organizational experience in managing relevant large-scale projects including activities to improve the HIV/AIDS policy environment, support civil society, improve the quality and use of data for decision making and to advance the policy environment.
2. Offerors must clearly describe their demonstrated ability to manage multiple complex tasks involving collaborative efforts, and maintain clear and effective lines of communication between and among clients.

#### **M.7 COST PROPOSAL EVALUATION**

An analysis of the cost proposal will be conducted separately from that of the technical proposal. The validity of the cost proposal will be assessed in terms of the offeror's capability to accomplish the contract objectives within the estimated cost proposed. The cost proposal will be used as an aid to determine the offeror's understanding of program requirements.

#### **END OF SECTION M**

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possible points. If it was assigned a score of 80 points out of the 90 maximum possible points, its technical score for evaluation against the other offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best-value decision made under this solicitation.

**ATTACHMENT J.1 - USAID FORM 1420-17 Contractor Biographical Data Sheet**

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**ATTACHMENT J.2 - Past Performance Report (OMB 9000-0142)**

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**ATTACHMENT J.3 - Subcontracting Plan Outline**

**ATTACHMENT J.4 - Acronym List**

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**ATTACHMENT J.5 - USG Vietnam 5-Year HIV Strategy**

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**ATTACHMENT J.6 - Emergency Plan Reporting Requirements and Indicators manual**

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**ATTACHMENT J.7 - National Strategic Plan on HIV/AIDS Prevention for 2004-2010 with a Vision to 2020**

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**ATTACHMENT J.8 - Law on HIV/AIDS Prevention and Control (June 2006)**

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**ATTACHMENT J.9 - Communist Party Directive #54 on Strengthening Party's Leadership in HIV/AIDS programs (November 2005)**

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**ATTACHMENT J.10 - Chart of PEPFAR Partners**

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## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See 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 Dollars
		From	To	

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 practice) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of 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 \_\_\_\_\_

**ATTACHMENT J.2 PAST PERFORMANCE INFORMATION SHORT FORM (OMB No. 9000-0142)**

<b>CONTRACTOR PERFORMANCE REPORT - SHORT FORM</b>	
<b>PART I: Contractor Information (to be completed by Prime)</b>	
1.	Name of Contracting Entity:
2.	Contract Number:
3.	Contract Type:
4.	Contract Value (TEC): (if subcontract, subcontract value)
5.	Problems: (if problems encountered on this contract, explain corrective action taken)
6.	Contacts: (Name, Telephone Number and E-mail address)
6a.	Contracting officer:
6b.	Technical Officer (CTO):
6c.	Other:
7.	Contractor:
9.	Information Provided in Response to RFP No. :
<b>PART II: Performance Assessment (to be completed by Agency)</b>	
1.	Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
2.	Cost control, including forecasting costs as well as accuracy in financial reporting. Comment:
3.	Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks. Comment:
4.	Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:
5.	Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients were identified. Comment:

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

# ATTACHMENT J.3

## MODEL SUBCONTRACTING PLAN OUTLINE \*

### Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

\* *Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.*

1. Type of Plan (Check One)

\_\_\_\_\_ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

\_\_\_\_\_ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

(d) The offeror's subcontracting plan shall include the following:

**(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small**

**business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.**

(2) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %
- (ii) Total dollars planned to be subcontracted to small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(\*Expressed as a percentage of "A")

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(check all that apply)

Subcontracted

Supplies/Services      LB SB VOSB SDVOSB HUBZone SDB WOSB

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(Attach additional sheets if necessary.)

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.)

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

REPORTING PERIOD	REPORT DUE	DUE DATE
Oct 1 – Mar 31	SF 294	04/30
Apr 1 – Sept 30	SF 294	10/30
Oct 1 – Sept 30	SF 295	10/30

ADDRESS:

DIRECTOR  
USAID/OSDBU  
RM 7.8E RRB  
WASHINGTON, DC 20523-7800

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_