



United States Agency for International Development

Date: March 3, 2003

To:

Subject: HEALTH SYSTEM STRENGTHENING IN POST-CONFLICT IRAQ

Enclosure: Request for Proposal (RFP) no. M/OP-03-8520

Your firm is invited to submit a proposal in response to the enclosed RFP for the provision of technical, logistical, commodity and managerial support to the Iraqi Ministry of Health and to the USAID Mission related to coordinating and reporting on health activities being carried out by USAID awardees.

Proposals are due on Monday March 17, 2003 at 3:00 P.M. Washington, D.C. time.

This competition is being conducted through an expedited process under the auspices of a blanket approval granted by the Administrator of USAID for activities and programs in response to the crisis in the Near East.

Features of this expedited action include, but are not limited to, the following:

- Limited contract competition pursuant to the authority of the USAID Acquisition Regulation (AIDAR) 706.302-70(b)(3)(ii).
- The Bidders List for this procurement includes the following firms:

- No public advertisement (pre-solicitation notice or RFP) of the competition on the FedBizOps website.
- An accelerated proposal preparation, evaluation and award schedule, including a planned award by **March 28, 2003**, subject to the availability of funding. Funding is not yet available, but an initial allocation of \$000 million to award the contract has been requested.

A pre-proposal conference will be held on Thursday March 6, 2003 in USAID, Washington, from 3:00 - 5:00 P.M. at USAID (same address as issuing office specified in block 7 of the SF33). Your firm may send up to two persons.

All attendees must be escorted from the USAID lobby to the conference room. (Phone: 712-5078 or 712-0551)

Please send the names of conference attendees and questions in writing (Email preferred to the contacts below) prior to the conference **NLT Noon Wednesday, March 5, 2003**. The purpose of the conference will be to answer offerors' questions and to provide additional information in order to help offerors develop an appropriate proposal.

Offerors must submit questions only in writing by e-mail to (cc: _____, or by fax to

attn: All additional questions after the conference must be submitted no later than

3:00 P.M. Washington, D.C. time on Monday March 10, 2003. Questions received after March 10th will be answered to the extent practicable before the closing date for proposals.

Please note that the RFP includes evaluation of the small business subcontracting plan and previous utilization of small businesses as part of the past performance evaluation factor.

Sincerely,

/s/

Contracting Officer
Office of Procurement

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGE(S) 1 OF 60
2. CONTRACT NO.	3. SOLICITATION NO. RFP M/OP-03-8520	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/03/03	6. REQUISITION/PURCHASE NO.
7. ISSUED BY USAID Office of Procurement 1300 Pennsylvania Ave., NW Washington, DC 20523-7100		CODE	8. ADDRESS OFFER TO (If other than Item 7) USAID (See Section L.5. of the RFP)	

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

SOLICITATION

9. Sealed offers in original and SEE L-5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **ADDRESS IN BLOCK 8 until 3:00 PM local time 17 MARCH 2003**. CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		Intl CODE	NUMBER	EXT.	CC: _____

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
AREA CODE	NUMBER	EXT.	18. OFFER DATE	

AWARD (To be completed by Government)

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

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of the USAID Health System Strengthening (HSS) contract is to help protect human health, promote development, and ensure stability in the event of a conflict in Iraq by supporting efforts to strengthen the overall health system and ensure the rapid normalization of specific health services.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth in B.3, the Contractor will complete the scope of work set forth in Section C in accordance with the terms and conditions of this contract during a 12-month performance period.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is _____. The fixed fee, if any, is _____. The estimated cost plus fixed fee, if any, 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_____.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

B.4 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/

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

B.5 CEILING ON INDIRECT COST RATES

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

Description	Rate	Base	Period
Home Office Rate	%	1/	1/
Fringe Benefit Rate	%	2/	2/
G&A Rate	%	3/	3/

- 1/ Base of Application
- 2/ Base of Application
- 3/ Base of Application

(2) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

(3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.7 LABOR

Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (July 1996).

SECTION C – STATEMENT OF WORK

HEALTH SYSTEM STRENGTHENING IN A POST-CONFLICT IRAQ

The objective of this Contract is to help facilitate rapid, universal health service delivery to the Iraqi population and strengthen the overall health sector to ensure medium- to long-term viability. The implementation of this program shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. See special provision in Section H.15.

C.1 BACKGROUND

Compared to many other developing countries in the Middle East and the rest of the world, Iraq has relatively poor health and demographic indicators. For example, in Iraq the total fertility rate is 5.4 (average for least developed countries is 3.1), the infant mortality rate is 103 (LDC average is 60), and the life expectancy at birth is only 58 years (LDC average is 65) (Population Reference Bureau, 2002). In addition, child malnutrition remains a major concern with almost one-third of all children in the southern and central regions of Iraq suffering from chronic malnutrition (UNICEF Emergency Update, October 7, 2002). Low exclusive breastfeeding rates, high prevalence of anemia among women, and a high incidence of low birth weight contributes to Iraq's very high child mortality rate (131 for children under 5 years) which has more than doubled from the previous decade with diarrhea and acute respiratory infections accounting for 70% of child deaths (UNICEF

Emergency Update, October 7, 2002). The total expenditure on health as a percentage of GDP was only 3.7% in 2000, suggesting a limited national investment in protecting the health of Iraqis (2002 World Health Report). The fact that water-borne infectious diseases are a major killer of children suggests that investments in water and sanitation have also been limited.

The current humanitarian (and health) crisis in Iraq follows two devastating international wars--the Iran-Iraq war of 1980 and the Persian Gulf War of 1991--and the adoption of UN sanctions following the latter. The initiation of the UN Oil-for-Food program in 1995 as a "temporary" measure to provide for the humanitarian needs of the Iraqi people (UNSC Resolution 986) has only partly mitigated the very grave humanitarian crisis in the country. The severe deterioration of Iraq's infrastructure and basic public services (including health, water/sanitation, and electricity) has only added to the suffering of a rapidly increasing Iraqi population. Against this backdrop, the livelihood and coping capacity of the Iraq population have been severely strained.

The current international political focus on the Middle East and the possibility of conflict have highlighted existing gaps in basic services and infrastructure in Iraq, as well as the vulnerability of populations to further deterioration of health status if there is a disruption of basic services. The Iraqi health system continues to deteriorate and standards of care in hospitals and health centers are poor. Iraqi hospitals have not received the necessary repairs or maintenance since the imposition of U.N. sanctions and equipment and basic items are no longer being replaced. At the same time, primary health centers have been unable to function properly because of the shortage of equipment and materials. It is assumed that any conflict involving Iraq could have a far-reaching impact on the general population, including civilian casualties, isolation of communities in both urban and rural areas, massive internal displacement and external refugee flows, damage to infrastructure (including facilities for water/sanitation, power, health), and disruptions in related basic services.

In the event of conflict or a humanitarian emergency, priority concerns must include protection of civilians and addressing humanitarian needs. Provision of essential health services, medicines and other supplies, and clean water through a variety of partners addressing immediate humanitarian needs will be of critical importance since vulnerable populations will be at increased risk for disease and infection. In addition, there will be an urgent need for parallel efforts to expand, strengthen, and reform the overall health system to improve its efficiency and ability to deliver vital services in the medium- to long-term. Overall work to strengthen the health system will also require repair of existing facilities and/or construction of new ones (please see note pertaining to construction in Section C.2 below) as needed to make sure that people have continued access to essential health services. In addition, complimentary investments in health-related areas such as water supply/treatment, sanitation, control of insect vectors, food safety, and air quality will be needed. In the event of a conflict and/or humanitarian emergency in Iraq, these activities will be critical because of the limited government investment in health/other sectors and the on-going humanitarian emergency.

C.2 PURPOSE

The purpose of the USAID Health System Strengthening (HSS) contract is to help protect human health, promote development, and ensure stability in the event of a conflict in Iraq by supporting efforts to strengthen the overall health system and ensure the rapid normalization of specific health services. To accomplish this, the HSS contractor (in concert with other USAID awardees) will support and strengthen the Iraqi Ministry of Health (MOH) through the provision of technical, logistical, commodity, and managerial support. The HSS Contractor will also provide assistance to the USAID mission related to coordinating and reporting on health activities being carried out by USAID awardees. In addressing the overall goal of meeting the basic health care needs of all Iraqis, the Contractor shall work with the USAID mission to identify priority geographical areas and services that are not being covered by public international organizations, NGOs, and other assistance providers and undertake the necessary support, described below, to help achieve the intended results. In addition, the Contractor should ensure gender considerations are integrated into all programming.

Note: Other assistance for addressing many basic health (and related) services will be provided by other USG support which includes the following: 1) "Infrastructure Reconstruction" contract that will fund rapid assessments of infrastructure conditions and rehabilitation and reconstruction of health facilities; 2) "Salary Support" contract that will provide compensation to individuals who have been serving as public servants under the Iraqi MOH; and 3) "Logistics Support" contract that will provide a variety of support tasks related to freight forwarding, storage and inventory management as well as logistical and operational support to the USAID Iraq Mission.

C.3 STATEMENT OF WORK

The activities to be carried out under this contract will contribute to the reestablishment and strengthening of the national and provincial public health system in a post-conflict Iraq and its management by the MOH (specific results for which the Contractor is responsible are provided at the end of section C.5). Several organizations--such as the International Committee for the Red Cross (ICRC), the International Federation for the Red Cross and Red Crescent (IFRC), the Iraqi Red Crescent Society (IRCS), the World Health Organization (WHO), and UNICEF--have been supporting the health system (and in some cases the water/sanitation system) and MOH in the past and are expected to re-new their efforts as soon as possible following the conflict. The activities carried out by the Contractor will complement the efforts of these other organizations to achieve the overall post-conflict health objectives (see below). To the degree possible, the Contractor's activities will be based on the needs of both the Iraqi people and MOH and will support and build upon the existing public health system rather than re-inventing, replacing, or duplicating existing mechanisms that are technically sound. Trained MOH health staff will be encouraged and supported in their efforts to continue operating the health system, although some additional training may be required. In addition, trained Iraqi health staff living outside the country will be recruited. Where possible, the Contractor is encouraged to work closely with other USAID awardees providing assistance on water/sanitation and draw upon experience from other USAID-funded projects in the region that have improved health services and worked with the MOH to strengthen the overall health system.

Specific components of the HSS program include:

- MOH assistance: provision of health services, education, information, and technical assistance;
- Technical support to the USAID mission, USAID Disaster Assistance Response Team (DART), and health team in-country;
- Rapid response grants to address specific health needs in-country.

C.3.1 MOH assistance: provision of health services, education, information, and technical assistance

International organizations such as ICRC, WHO, and UNICEF have established relationships with the MOH to support specific facilities and components of the public health system in Iraq and also have Iraqis included as part of their staff. As a result, these organizations are in an ideal position to continue supporting the MOH by providing many essential health services and emergency health care in a post-conflict Iraq. This component of the Contract is intended to complement these on-going activities and strengthen the capacity of the MOH to effectively manage the public health system. The Contractor will assist the MOH by providing the following:

- Health information to consumers and providing/supporting advanced medical, surgical, and allied health disciplines and management consultations in referral hospitals.
- Other essential health services as needed such as emergency health care in populations/geographic areas specified by the USAID mission depending on the health situation (e.g. number of people wounded, degree of interruption of health services, number of health facilities damaged). This work may involve health posts, clinics, and hospitals in urban and rural areas. Efforts would follow closely behind military action, implementing in areas as the situation becomes permissive. The Contractor shall be prepared to implement in a number of geographic areas simultaneously, focusing on MOH priority populations/locations not already covered by ICRC/IFRC/IRCS, UNICEF, WHO, or other health partners, including NGOs. The Contractor should be prepared to collaborate on water and sanitation projects with other USAID partners, international organizations, and NGOs.
- Support related to reforming, expanding, and strengthening the public health system, including the improvement of disease surveillance/response and laboratories, and the provision of technical experts to the MOH, as appropriate.
- Assistance with rapid health and demographic surveys and robust assessments of the health system including the Health Information System (HIS), sustainability of the public health system including plans for long term operations, maintenance, and financing, and salaries of Iraqi health providers and appropriate payroll lists for public health staff. (The contractor will be responsible for submitting an approved Iraqi citizen payroll list to the CTO. The payment of Iraqi public health providers will be made through a separate arrangement). Needs assessments for specified health facilities, populations, and geographic areas may be conducted if required.
- Assistance in developing a strategy and implementing a program for recruiting trained Iraqi health care staff who have been living in other countries prior to the conflict.

- Sub-granting (as specified in C.3.3 below) to other organizations, including NGOs, in order to provide specified assistance to the MOH.

The Contractor should be prepared to collaborate on water and sanitation projects with other USAID partners, international organizations, and NGOs.

Not all essential health-related commodities, equipment, and materials (including spare parts and consumables for equipment such as X-ray film) will be available in Iraq and some will need to be imported from neighboring countries to safeguard the health of vulnerable Iraqi populations. Based on the needs of the MOH, the Contractor shall work with the USAID-supported Logistics contractor to determine the most cost-effective mechanism to establish and maintain supply depots and deliver health commodities/materials/equipment (see section C.6a: Procurement, Delivery, and Installation Requirements).

C.3.2 Technical support to the USAID mission, USAID Disaster Assistance and Response Team (DART), and health team in-country.

The Contractor shall provide support to the USAID mission, including assessments, program monitoring and evaluation, reporting on progress of its activities and those of other USAID health grantees (i.e. ICRC/IFRC/IRCS, UNICEF, and WHO) and health sector coordination related to USAID-funded health programs in Iraq. The Contractor shall be expected to maintain close coordination with the USAID mission, USAID/DCHA/OFDA, the DART, DOD staff, other USAID awardees in the health and related sectors (e.g. water/sanitation), national and international NGOs, and bilateral/multilateral donors in-country. In addition, the Contractor is expected to maintain good relations with local citizens, and involve and solicit input from local, governorate, and national government officials and institutions including the MOH. The Contractor is advised that many key local contacts will occur in Arabic and that the Contractor must be prepared to demonstrate staff capability to work in an Arabic language environment and familiarity with Arab culture and sensitivities.

Once permissive areas are established, the Contractor shall be responsible for obtaining initial data on health coverage and status of health facilities from the MOH, DART, DOD, and other partners such as ICRC/IFRC/IRCS, UNICEF, and WHO. This information will be used by the USAID mission to focus efforts on facilities/populations/geographic areas most in need. After that, the Contractor will routinely obtain data on health coverage and status of health facilities from the MOH, ICRC, IFRC, IRCS, UNICEF, WHO, and any sub-contractors/sub-awardees of the HSS contract in order to monitor progress toward the overall USAID health objectives for post-conflict Iraq.

C.3.3 Rapid response grants to address specific health needs in-country

To respond to unforeseen emergency circumstances and ensure that priorities related to the health system are being adequately addressed, the Contractor may need to make rapid response grants in-country. Grants to U.S. NGOs are limited to **\$25,000 each while grants to non-U.S. NGOs may be up to \$250,000 per grant. These grants will contribute to completing the activities described in sections C.3.1 and C.3.2 above. Priorities may include delivering health services, providing interim health services and/or temporary health facilities while repair/construction/re-equipping of priority buildings is taking place, and improving water and sanitation services in locations where poor hygiene is a major contributing factor to the transmission of diarrheal diseases. The Contractor will be responsible for negotiating, awarding, and monitoring the grants in accordance with USAID assistance policies. In accordance with USAID ADS 302.5.6, the USAID mission shall be involved in establishing selection criteria for the grants and approving the actual grant recipients.

USAID prefers to the extent practicable that the Simplified Grant and Fixed Obligation Grant Formats described in ADS 303.5.15. The Simplified Grant and Fixed Obligation Grant Formats may be used for U.S. recipients for grants not in excess of **\$25,000 and for non-U.S. recipients for grants not in excess of \$250,000. The threshold for U.S. recipients is limited by the requirement to obtain OMB's approval of a class deviation applicable to grants in excess of this amount. A one-time deviation may be requested for grants in excess of these amounts following the procedures in ADS 303.5.2.

**USAID is considering increasing the amount for U.S. NGO grants. **USAID is also considering an increase for fixed obligation grants.*

C.4 SPECIFIC TASKS

Tasks which the Contractor will undertake are listed below.

1. **Initial Planning and Pre-positioning.** The Contractor shall initiate planning and selection of key staff and shall identify medical groups, equipment, supplies, materials, technical experts and other relevant items/services (e.g. transport, labor, storage) available in-country, in the region, or from other sources (subject to the source and origin restrictions provided in section E under Procurement, Delivery, and Installation Requirements). Non-Iraqi sources for all items/services must be identified given (1) the uncertainty of conditions that will exist after the conflict and (2) the current ban on procuring goods and services in Iraq. The Contractor shall also identify potential issues or challenges to obtaining these, e.g. procurement, delivery, payment, sub-contracting, limited quantities. Based on discussions with WHO, the DART, the USAID mission, and the USAID Logistics Contractor, the HSS Contractor may need to pre-position some key equipment, supplies, and medicines.

To the extent possible, the Contractor shall also obtain preliminary information from the MOH (or other partners such as WHO) on the structure, capacity, and needs of the public health system and initiate discussions related to coordination with national and international health partners. The Contractor will also coordinate with the USAID mission, the DART, DOD, the MOH, and international health partners such as ICRC, UNICEF, and WHO to standardize the assessment tools that the Contractor will use in Iraq.

2. **Assessments of the Health System and Needs.** Once permissive areas are established in-country, the Contractor will establish a core technical team and develop working relationships with key health partners in-country, including the MOH, USAID grantees/contractors (e.g. ICRC, IRCS, UNICEF, WHO, the Logistics Contractor, and the Infrastructure Reconstruction Contractor), sub-contractors/sub-grantees, the USAID mission and DART, DOD, and other key U.S. officials.

Where possible, the HSS Contractor will conduct initial, rapid health assessments on behalf of USAID and the MOH within a week of entering permissive areas of Iraq. The focus of the assessments will be shaped by initial information provided by the MOH, DART, DOD, and other health partners and will likely include determining the condition of specific health facilities and status of health service delivery. The Contractor's assessments will be used to initiate any needed costing and sourcing of sub-contractors/sub-grantees, equipment, supplies, medicines, and any other services, such as transport, labor, and storage. If determined to be the most cost-effective mechanism, the Contractor will purchase and position equipment, supplies and medicines. *In addition, the Contractor will use the assessment data to prepare a work plan for the first quarter of programming to be submitted within one month of the contract start date, that details steps, a timetable, and responsible parties for accomplishing tasks within the plan. The first quarter workplan should include estimated monthly fuel requirements for up to one year of program implementation.* The Contractor—in consultation with the MOH and USAID health grantees--will also conduct an assessment of the overall health system to include the health information system, laboratories, staff and institutional capacity, and salaries of workers in the health sector. The Contractor will also assist the MOH in planning rapid demographic and health surveys and develop and implement a program to recruit trained health care providers who were living in other countries prior to the conflict.

The timing (i.e. simultaneous or sequential) and amount of information to be collected during the initial facility/service and health system assessments will be determined once any post-conflict circumstances are known. The HSS Contractor shall provide recommendations to the USAID mission in their initial assessments as to what facilities should receive priority rehabilitation or construction. The assessments may be shared with the Infrastructure Reconstruction Contractor.

By end of the first month of the Award, it is expected that the Contractor shall have completed initial assessments to include: (1) health staff payroll; (2) the capacity and needs of the MOH to deliver key health services (at referral hospitals and any other priority health facilities identified by USAID), gather and use health information (through laboratories, the HIS, and other systems) particularly that related to disease outbreaks, and provide health information/education. USAID assumes that, in order to achieve many of the objectives required in this scope, the Contractor will work closely with counterparts that represented ministries or agencies of the former regime (i.e. MOH). The HSS Contractor's assessment of health staff salaries and payroll requirements will be shared with the CTO for use by another mechanism. In addition, the HSS Contractor shall be ready to provide equipment, supplies, medicines, training, and/or services as needed to the

specified referral hospitals or other priorities facilities identified by the DART and USAID mission. By end of the second month, the Contractor shall have completed more comprehensive assessments of the overall health system and facilities identified by USAID and be providing equipment, supplies, medicines and/or services to the MOH and/or other health partners as needed.

3. **Health System Strengthening.** Based on its (and other) assessments, the Contractor shall provide training, equipment, medicines, and health information/education as prioritized by the mission to improve public health services in specified health facilities and/or populations/geographic areas and shall provide technical assistance to the MOH (see section C.3.1 for details) to strengthen the overall public health system. In cooperation with other USAID awardees, the Contractor will provide technical capacity-building to the MOH so that after one year it will be able to manage all aspects of the country's health system, including planning, staff, payroll, service delivery, and administration of facilities.

At the end of the Contract, the Contractor shall review all of its work and report to the USAID mission on program accomplishments relative to the USAID health objectives in Iraq.

C.5 RESULTS

In support of the MOH, the Contractor will be responsible for the following results:

- assessment of health care provider payroll completed (within one month of entry into permissive areas)
- assessment of health system capacity completed (within eight weeks of entry into permissive areas);
- program to recruit trained Iraqi health staff living outside of the country operational (within six months of commencement of program implementation);
- advanced medical and surgical care available for most critical cases in 1 referral hospital in each of 21 cities (within six months of commencement of program implementation);
- health facilities assisted by the Contractor will be fully operational in terms of supplies, equipment, and training (within six months of commencement of program implementation). The exact number and location of these facilities will be determined based on assessments and prioritization by the MOH, WHO, and the USAID mission.
- Contractor shall provide technical assistance as required by approved assessments and work plans during the entire 12-month period of the contract.
- The Contractor will be responsible for the quality and completion of work by all its sub-contractors/sub-grantees, ensure adequate progress is made, and monitor financial payments to assure accountability during the entire 12-month period of the contract.

The Contractor, in concert with other partners supported by USAID (i.e. ICRC/IFRC/IRCS, UNICEF, and WHO), will also contribute to the following results:

- the Health Information Systems (HIS) platform functioning (within 30 days of entry into permissive areas);
- basic health care available to 25% of the population in permissive areas (within eight weeks of entry into permissive areas), 12.5 million persons (after 6 months of program implementation), and 25 million persons (after 1 year of program implementation);
- maternal and child health care available to 50% of the population in permissive areas (within eight weeks of entry into permissive areas) and a population of 25 million persons (after 6 months of program implementation);
- health information and education extended to 100% of the population in permissive areas (within eight weeks of entry into permissive areas) and 25 million persons (after 6 months of program implementation);
- the MOH able to manage all aspects of the country's health system, including planning, staff, payroll, service delivery, and administration of facilities (within 12 months of program implementation).

C.6 OPERATIONAL GUIDELINES

a. Procurement, Delivery, and Installation Requirements

All equipment, supplies, medicines, and other relevant items for making health facilities operational must be of high-quality and consistent with international standards and MOH and local needs. Specific details will be discussed with the Contractor once initial assessments have been completed and priorities identified by the MOH, DART, and USAID mission.

See Section H.6. for authorized geographic code information.

The Contractor will be responsible for providing communications equipment compatible with USG/USAID frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff.

The HSS contractor shall work with the USAID-supported Logistics contractor to determine the most cost-effective mechanism to establish and maintain supply depots and deliver health commodities/materials/equipment. The Contractors will inform the CTO of the recommended mechanism, who will determine whether the HSS Contractor or the Logistics contractor shall purchase, store, and deliver the required health supplies. If the HSS Contractor is considered the most appropriate provider, the HSS contractor shall be responsible for purchase, delivery, and installation (or oversight of installation if applicable) of any needed medicines, equipment, and materials purchased for delivering health services (e.g. refrigerators, microscopes, computers, furniture, etc.) in the facilities specified by USAID. The Contractor will also be responsible for any needed follow-up maintenance, including spare parts, and training on use of equipment. If required, the Contractor will issue to sub-contractors/sub-grantees the commodities/materials/equipment required to complete their projects and the value of these will be deducted from their approved budgets.

b. Reporting Requirements

The Contractor will be responsible for providing all the reports specified in Section F of the contract.

c. Security

See the special security provision in Section H.16.

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 REPORTS

Reports should be in accordance with AIDAR 752.242-70 and as indicated in Section F.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.246-3	INSPECTION OF SUPPLIES--COST REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES--COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

E.3 MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under this contract shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The CTO and Contracting Officer will undertake an evaluation at the conclusion of the contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is 12 months upon contract award.

F.3 PLACES OF PERFORMANCE

Performance of this contract will take place in the Washington, D.C. metropolitan area, at the Contractor's and any subcontractor's facilities, and in those countries specified in the Section C. The contractor must note the Cognizant Technical Officer, in accordance with Section H of this contract and the clauses of this contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel" (AIDAR 752.7027), approves international travel for performance of the work.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

Standards of the health systems rehabilitation projects will be consistent with international standards and local requirements. All projects will take into consideration gender issues and accessibility for disabled persons.

Additional or different standards that the CTO determines are necessary will be communicated in writing to the Contractor. The Contractor will ensure that its subcontracts require the applicable standards as well any directed by the CTO, and that work is completed in compliance with those standards.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to providing the services described in Section C and requirements as set forth in AIDAR 752.242-70 (JUL 1998), Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G. All reports and deliverables shall be in the English language, unless otherwise specified by the CTO.

1. **Initial Report:** A brief report utilizing prior reporting from relief and military counterparts (e.g. DART, DOD, ICRC, UNICEF, and WHO) is due within 4 weeks after contract initiation and should include:
 - status of specific parts of the health system (i.e. MOH salaries, health service delivery, health facilities, HIS and disease reporting/response, and health information/education);
 - plans for procurement and logistics to include available sources for equipment, furniture, supplies, and medicines for health facilities
 - plans for transport and labor for their delivery, installation, and training related to use (coordinated with USAID Logistics Contractor as needed). Note: the Contractor shall be prepared to deploy to the region within two weeks of contract award.
2. **Weekly Consultations:** A continuing requirement of this Contract will be close collaboration, reporting to, and engagement with the appropriate officers of the USAID mission. Consultations will occur on a weekly basis at a minimum to discuss the internal specifics and external contexts of the on-going work. It is anticipated that these informal, but regular consultations will support the Monthly Reports and help shape the Quarterly Work Plans.
3. **Assessment Reports:** A complete report on the assessment of the overall health system capacity and actual equipment/furniture/supply/medicine needs for priority facilities identified by the USAID mission is due within the

first 2 months. The report should include a brief operational plan that details steps, timetable and responsible parties for specified work.

4. Quarterly Work Plans: Quarterly Work Plans that identify the priority implementation objectives for the coming three months shall be submitted within seven working days before the start of the new quarter. The USAID mission will respond to work plans within five working days. The Contractor shall calculate estimated monthly fuel requirements for program implementation for up to one year and submit with the first quarterly work plan.
5. Monthly Reports: The Contractor shall provide monthly status reports showing progress on providing assistance to the MOH, USAID mission, and DART. These are intended to be concise reports that summarize progress on achieving the objectives and intended results listed in section C above and identify implementation issues that may inhibit or enhance Contractor performance. The reports should be submitted to the USAID mission within five (5) business days of the end of each month.
6. Final Report: The Contractor shall prepare a final report of work completed, objectives met, problems/delays that affected the ability to attain the stated objectives, corrective actions taken, and lessons of relevance for similar activities in the future.
7. Contract Quarterly Financial Report: The contractor shall submit a quarterly financial report to the CTO and the cognizant Contracting Officer. The quarterly financial report shall include information in the format and level of detail designated by the CTO.

F.6 KEY PERSONNEL

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

<u>Title</u>	<u>Name</u>
--------------	-------------

Chief of Party	
----------------	--

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

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

F.8 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

The following clause shall be included in all USAID professional/technical contracts in which development experience documents are likely to be produced.

(a) Contract Reports and Information/Intellectual Products.

- (1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/CDIE/DI) in the Bureau for Policy and Program Coordination, 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, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).
- (2) These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI 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.
- (3) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

--The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

--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 PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

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

(b) The hard copy report 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.

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

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

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

--Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

BY: _____

TITLE: _____

DATE: _____

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

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer at USAID/Iraq is:

XXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

Telephone:

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

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

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

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

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

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

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

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

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

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

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

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

G.5 PAYING OFFICE

The paying office for this contract is:

XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX

G.6 ACCOUNTING AND APPROPRIATION DATA

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

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

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

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

H.3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

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

Note: Country clearance for any travel to Iraq MUST be obtained from the USAID mission and the US Embassy/Baghdad at least one week before travel commences.

H.4 AIDAR 752.225.70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

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

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

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

H.5 INSURANCE AND SERVICES

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

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

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

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

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized source and origin of procurement of goods and services under this contract is Geographic Code 000 and Geographic Code 935. At the present time this code does **not** include Iraq. This authority includes vehicles (only a limited number from non-U.S. sources), but does **not** cover other restricted commodities, such as pharmaceuticals and some types of hospital supplies and equipment. Procurement of restricted items, other than vehicles, must be of U.S. source and origin (Geographic Code 000) unless a separate waiver is approved in advance by USAID. A separate waiver for purchasing pharmaceuticals with USAID funds may also be required. In some cases, equipment, furniture for health facilities, and medicines may also be provided by other USAID grantees.

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

H.8 LOGISTIC SUPPORT

(a) The Contractor shall be responsible for furnishing all logistic support in the United States and overseas in coordination with the CTO and the Logistics Support contractor.

(b) To the extent that a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract.

(c) Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAID REP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

(d) If, under emergency circumstances, it is necessary for a USAID Mission or OAR to pay for any in-country costs on behalf of the Contractor in order to implement any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section H.8.(b), wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount that may be paid

H.9 LANGUAGE REQUIREMENTS

Language requirements are contingent upon requirements of the Statement of Work (Section C).

H.10 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

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

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

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

H.11 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Note: This provision must be included in all subcontracts and subagreements.

H.12 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

H.13 IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

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

H.14 SECURITY REQUIREMENTS

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and, FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. The requiring office for this contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified contract. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). The CTO from the office sponsoring the contract is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The CTO is responsible for managing the clearance requirements for this contract.

At the time of award, the contractor does [] does not [] have a Secret level facility clearance.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance.

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

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

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

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

*** Due to the urgency to implement this program, USAID will not consider contractors who do not hold the necessary security clearance requirements.**

H.15. IMPLEMENTATION

Implementation of USAID Health System Strengthening program in Iraq shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. However, the Contractor should be prepared to deploy to the region within two weeks of award of the contract. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), certain other U.S. Government rules and regulations, as well as compliance with all applicable UN sanctions against Iraq. (See attached Iraqi Sanctions License and Tip Sheet, Section J)

H.16 SECURITY

Special Security Conditions: U.S. Citizenship is required by the Chief of party, selected to perform under this Contract. At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted. USAID/SEC will be responsible for validating security clearances of all proposed/selected contractors and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas. No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the CTO. Any public release of information regarding this award must be approved in advance of release by the CTO (refer to Section H. of this contract for specific security guidance).

USAID anticipates that there may be some circumstances when the Contractor will need to meet with partners (e.g. USAID, DOD) at secure facilities and use classified information for planning purposes. As a result the contractor will need to have a secret facility clearance and secret clearance for key staff involved in the HSS program.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984

52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 2002
52.216-8	FIXED-FEE	MAR1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 2000	
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC 2001
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WTH	JUN 1998

	DISABILITIES	
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY2001
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	APR 1984
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.114-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNT STANDARDS	NOV 1999
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS ON PROMPT PAYMENT	MAY1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	JUN 1996
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
	ALTERNATE I (DEC 1998)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER ON LIMITATION ON SEVERANCE	OCT 1995
	ALTERNATE I (JUN 1985)	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE II (APR 1984)	
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY2002
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-23	LIMITATION ON LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG CARRIERS	JAN 1997

52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE	SEP 1996
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225.71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
LIMITATIONS ON SUBCONTRACTING		JUN 1993
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

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

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

For Federal Acquisition Regulation (FAR) clauses: www.arnet.gov

For USAID Acquisition Regulation (AIDAR) clauses: www.usaid.gov

I.3 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

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

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

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

(4) Small business concern owned and controlled by women means a small business concern--

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained.

I.4 52.232-25 PROMPT PAYMENT (FEB 2002), ALTERNATE I (FEB 2002)

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry

meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

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

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

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

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

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

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.5 AIDAR 752.7016 FAMILY PLANNING AND POPULATION ASSISTANCE ACTIVITIES (AUG 1986)

(a) Voluntary Participation. (1) The Contractor agrees to take any steps necessary to ensure that funds made available under this contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this contract, shall provide a broad range of family planning methods and services available in the country which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Prohibition on Abortion-related Activities. No funds made available under this Contract shall be used to finance, support, or be attributed to the following activities: (i) Procurement or distribution of equipment intended to be used for the purposes of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; (v) any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilization as a means of family planning (epidemiologic or descriptive research to assess the incidence, extent or consequences of abortion is not precluded); or (vi) lobbying for abortion.

(c) Voluntary Participation Requirements for Sterilization Programs.

(1) None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilizations or to coerce or provide any financial incentive to any person to practice sterilizations.

(2) The Contractor shall insure that any surgical sterilization procedures supported in whole or in part by funds from the contract are performed only after the individual has voluntarily come to the treatment facility and has given an informed consent to the sterilization procedure. Informed consent means the voluntary knowing assent from the individual given after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the fact that the consent can be withdrawn at any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress or other forms of coercion or misrepresentation.

(3) Further, the Contractor shall document the patient's informed consent by: (i) A written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification signed by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of the witness who shall be of the same sex and speak the same language as the patient.

(4) Copies of the informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the performing Contractor or subcontractor for a period of three years after the performance of the sterilization procedure.

(d) The Contractor shall insert the substance of this clause in any subgrants, subcontracts, purchase orders, and other subordinate agreements hereunder whenever appropriate to the goods and services to be provided under such agreements.

I.6 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

- (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
ATTACHMENT 1	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET*		
ATTACHMENT 2	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES*		
ATTACHMENT 3	Completed Form DD 254		
ATTACHMENT 4	Dept. of Treasury Iraqi Sanctions Regulations License #IQ-2215		
ATTACHMENT 5	Tip Sheet		
ELECTRONIC ATTACHMENT 6	MODEL SUBCONTRACTING PLAN Please locate the form at http://www.USAID.GOV/procurement_bus_opp/osdbu/		
ATTACHMENT 7	FREIGHT DELIVERY REQUEST FORM A hard copy is attached at the end of this document		

Hard copies of Attachments 1, 2, and 6 are not attached at the end of this document; however, for an electronic version, please locate the forms at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

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

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

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

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

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

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

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

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

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

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

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

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

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

K.4 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.5 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

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

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

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

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

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

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

[] YES [] NO

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(APR 2002)**

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

(2) The small business size standard is .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

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

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

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

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

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

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

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

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

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to

order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.12 INSURANCE - IMMUNITY FROM TORT LIABILITY

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

K.13 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

K.14 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

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

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

K.15 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	FEB 2000
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (MAR 2001)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

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

Contracting Officer

Hand-Carried Address:

United States Agency For International
Development (USAID)
Ronald Reagan Building
14th Street Side, Guard's Desk
M/OP/PHN/Room #
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20523

Mailing Address:

United States Agency For International
Development (USAID)
Ronald Reagan Building
M/OP/PHN/Room # 7.09-130
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20523-7100

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

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

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

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

L.5 PROPOSAL DELIVERY INSTRUCTIONS

Receipt of Proposals. All proposals submitted in response to this RFP, and separated by technical and cost proposals, must be placed in sealed envelopes clearly marked on the outside with the following information: "**RFP No. M/OP-03-8520**". All proposals submitted should be delivered to the following address:

If sent via U.S. Postal Service:

USAID
Contract Specialist
USAID, Office of Procurement
Ronald Reagan Building
1300 Pennsylvania Avenue
Washington, D.C. 20523

Hand-Carried, or via Courier

Ronald Reagan Building
14th Street Entrance (only)
Visitor's Desk: Dial or
M/OP/G/PHN, Room

Proposal delivery instructions.

Due to the events of September 11, 2001, security at the federal building housing USAID has been significantly increased. As such it is necessary that offerors planning to deliver their proposals by other than USPS, UPS or FedEx be aware of these additional security requirements. See the following provision and Freight Delivery Request Form below.

PROPOSAL DELIVERY

ALL offerors delivering proposals through carriers other than the USPS, UPS, or FedEx, including individual hand delivery, must complete a Freight Delivery Request Form (Attachment 7) and provide it to the contract specialist four (4) business days in advance of delivery. The contract specialist will then provide this form to the RRB loading dock. Offerors should request confirmation of their delivery clearance from the contract specialist.

The RRB loading dock is the only acceptable place for delivery. Pre-clearance as noted above is mandatory. The actual time of USAID's acceptance is when the RRB loading dock representative accepts the delivery. Offerors should obtain a date/time stamped and signed receipt from the representative. Proposals may NOT be delivered to the RRB lobby. RRB Security will not allow non precleared vehicles in the building and will not allow hand deliveries to the USAID lobby. Offerors who fail to comply with these instructions will have their proposals rejected.

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror must submit the proposal:

(i) electronically - included with the hard copies submitted below, on virus-free diskette with MS WORD-compatible (for the technical proposal and cost proposal narratives), Excel-compatible (for the cost proposal spreadsheets), in a MS Windows environment. It is permissible to use Adobe Acrobat (*.pdf.file format) and/or WinZip (*.zip file format) in addition to diskettes for large files that are not manageable on 3.5" diskettes. (Facsimile of the entire proposal is not authorized);

AND

Hard Copies:

(ii) via regular mail - sending one original and 6 paper copies of a technical proposal and one original and 6 copies of a cost proposal, however the issuing office receives regular international mail only once a week; or

(iii) hand delivery (including commercial courier) of one original and 6 paper copies of a technical proposal and one original and 6 copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

Any proposal revisions requested later in the proposal process must be submitted in the same format and in the same number of copies.

(b) Government Obligation

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

L.7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee completion contract resulting from this solicitation.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) Detailed information should be presented only when required by specific RFP instructions. Technical proposals are limited to **25** pages, PAGES BEYOND **25** WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" paper, one inch margins on all sides, single spaced, at least 12 point font with each page numbered consecutively. Items contained in the appendix such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the **25 page limitation**.

(b) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the

responsibilities of all parties involved. The technical proposal should be organized in the order in Section M. Further, the offeror must address the factors indicated in Section M in their proposal and must contain the following:

1. **Plan to accomplish the objectives of the statement of work.** The Contractor shall submit a brief paper, not more than **14** pages in length, stating how they would address the issues and needs set out in the statement of work. The paper should focus on identifying issues and constraints of particular priority and solutions and approaches to overcoming problems. It should set out the Contractor's overall approach and identify key personnel and levels of effort, key equipment and logistical needs, and provide an outline plan and schedule for assembling personnel, providing logistical and support functions, managing a large grants program and undertaking the work described in the statement of work. The technical proposal also should propose measurable performance standards and quality assurance surveillance plans. Also, the contractor must include how gender will be addressed to achieving its results.
2. **Key Personnel.** The Contractor shall submit a brief paper, no more than five (**5**) pages in length, describing the appropriateness and strengths of the overall team proposed. The contract proposed by this solicitation includes a key personnel clause and the quality of key personnel proposed is an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

The Offeror shall propose a full-time Chief of Party (U.S. citizen) in Iraq who will be responsible for: overseeing operations related to the Award; coordinating with other USAID-funded health contractors/grantees, the DART, and DOD; and reporting progress to the USAID mission. This person must have a working knowledge of Arabic.

In addition to the Chief of Party, the Offeror shall also propose key staff with expertise in the three areas shown below under Institutional Capability. USAID recommends that key staff include a Health Provision Specialist, a Health System Management Specialist, a Financial Management/Contracting/Grants Specialist and a Project Manager (home office). Proposed key personnel will be evaluated on the basis of education, experience, strengths, and skills, especially that which is recent and relevant to the region and the particular positions for which they are proposed. Personnel with English fluency and language skills in Arabic are preferred.

3. **Institutional Capability and Past Performance.** The Contractor shall provide a summary, not to exceed 3 pages, describing overall institutional capability that addresses its capabilities in the following areas:
 - a. **Health service provision** including logistics, basic clinical services, advanced medical and surgical services, laboratory services, health education/information, and staff capacity building, especially in an emergency context.
 - b. **Health system strengthening and reform** including improvements to facilities, disease surveillance and response, financing, and health information systems.
 - c. **Management, financial, and accounting services** with demonstrated, extensive, and successful experience in managing operations, subcontracting and subgranting, and monitoring use of funds, including those of sub-contractors and subgrants in an emergency context.

The summary should identify any particularly strengths and capabilities the Contractor may have that are relevant to the work set out in the statement of work. The Contractor may attach supporting documentation, but USAID is not bound to evaluate such supporting documentation.

In addition, the Contractor must submit a summary, not to exceed 3 pages, describing the breadth and depth of the Contractor's and its major subcontractor experience over the past five years that is relevant to the region and the objectives of the statement of work, including previous experience on USAID projects and with other clients. The summary should identify any particular personnel, equipment, systems, logistical, management, grants management or other capabilities that were applied to the recent, relevant experience described. Information on past performance must be included. (The contractor should note that past performance is different from experience. Past performance is actual work that has been evaluated by the Government or non-federal customer.) The Contractor may attach supporting documentation, but USAID is not bound to evaluate such supporting documentation.

The offeror shall include as an attachment that lists no more than five (5) current or past contracts and subcontracts that are similar in subject matter, size, scope, and complexity to the Statement of Work above and (ii) lists all contracts with USAID that are currently on-going or that have ended within three years of the date of the issuance of this solicitation. Provide a concise summary of your organization's experience, a description of your present and on-going contracts that have a direct relationship to this requirement, and relevant collaborative efforts your organization may have participated in as a subcontractor. Specific past performance information must include the following information:

- A. Contract Number(s) and type of contract;
- B. Procuring Agency and name of reference point(s) of contact (not to exceed 3) telephone and fax numbers at the Federal, State, Local government or commercial entity for which the contract was performed;
- C. Dollar value of the contract;
- D. Period of Performance
- E. Detailed description of the work performed;
- F. Relevancy of the contract to this proposed contract;
- G. Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- H. The number, type, frequency, duration and impact of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

Also, offerors must provide past performance information as requested above for major subcontractors performing at least 20% of the work.

Past Performance Using Small Business Concerns:

For the definition of small business concerns, see FAR 19.001. A part of the evaluation of past performance in Section M of this solicitation, USAID will evaluate the extent your firm used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract. In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc.? Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for **no more than three** contracts against which you were required to report for the past three years.
3. Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

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

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The Cost/Business Application should contain the following components in the order set forth below.

- (a) Offerors shall fill out the SF33, entitled “Solicitation and Award,” and place this completed form in the front of its Cost Proposal.
- (b) Supporting information shall be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract. The contractor must also provide an electronic copy of the budget (preferably in Microsoft Excel) with calculations shown in the spreadsheet. Additionally, the contractor must submit an electronic version of the narrative discussing the costs for each budget line item (preferably in Microsoft Word). Each offeror should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic. The offeror should prepare their cost proposal using the information provided below:

The Illustrative budget is as follows:

- \$00,000,000: planning, positioning staff and supplies, and assessments (first 2 months).
- \$00,000,000: health system strengthening (months 3 through 12).

Health Sector Strengthening Illustrative Budget (12 months)

Direct Costs:

Project staff, consultants, and support (includes housing, security, etc. for expat. staff)	\$ xxxxxxxx
Office costs (rent, utilities, equipment, supplies, etc.)	\$ xxxxxx
International and in-country travel and transport	\$ xxxxxx
Medicines, equipment and health supplies (including purchase, transport, storage, distribution, installation)	\$00,000,000
Rapid response grants	\$ 0,000,000
Program monitoring and evaluation	\$ xxxxxxxx
Production and distribution of health information/education materials	\$ xxxxxxxx
Developing/implementing recruitment plan for Iraqi expats	\$ xxxxxx
Provision of health services	\$ xxxxxxxx
Coordination of health partners	\$ xxxxxxxx
Assessments	\$ xxxxxxxx
Training	\$ xxxxxxxx
Direct Cost Subtotal	\$xxxxxxxxx

Indirect Costs

\$ xxxxxxxx

Fee

\$ xxxxxxxx

Grand Total

\$00,000,000

The total amount budgeted for this award includes up to \$00 million for medicines, consumables, and small equipment and up to \$0 million for rapid response grants (see sections C.3.1 and C.3.3 in the Scope of Work). Release of funds following the initial allocation of \$00,000,000 will be contingent upon satisfactory progress being made.

The following is the minimum information needed in the budget narrative.

1. Salary and Wages - Direct salaries and wages should be proposed in accordance with the offeror's personnel policies. Biographical Data Sheets are required for each key person being proposed (forms may be obtained at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/). Specific discussion of the estimated annual escalation of salaries and other costs salaries in excess of ES-6 limitations
 2. Fringe Benefits/Allowances/Insurance - If the offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
 3. Travel and Transportation - The application should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the offeror's normal travel policies (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates
- Equipment – A list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Recipients under this USAID-financed award are expected to be subject to the 000 Geographic Code (United States).
5. Materials and Supplies – Specify all materials and supplies expected to be purchased, including type, unit cost and units.
 6. Communications – Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of this types of costs.
 7. Subcontracts/Consultants – Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.
 8. Allowances – Allowances should be broken down by specific type and by person. Allowances should be in accordance with the offeror's policies and the applicable regulations and policies.
 9. Direct Facilities Costs – Specific information regarding the cost of any facilities needed to perform program activities. The information provided should include the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.
 10. Other Direct Costs This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the offeror's fringe benefits, as well as any other miscellaneous costs, which directly benefit the program proposed by the offeror. The narrative should provide a breakdown and support for all other direct costs. If seminars and conferences are included, the offeror should indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs.
 11. Indirect Costs: Offerors will need to submit the indirect costs associated in the format shown in section B of this solicitation. Offerors may propose a deviation from their established rate in the NICRA with a lower rate (see CIB 92-17 for requirements: http://www.usaid.gov/procurement_bus_opp/procurement/cib/). The offeror should support the proposed

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

12. Fee: The proposed fee must be justified based upon the following factors: technical, management, support for Federal socioeconomic programs, and cost control. Any additional factors may be discussed as a basis for fee.

(c) For the purposes of Congressional reporting requirements, the contractor must provide in electronic version the following information for U.S. subcontractors anticipated subcontract of 500,000 dols in electronic format: (1) the total value of anticipated subcontracting included in the total estimated cost or price for each. or more to a U.S. organization, (2) the name and address of each; (3) Whether or not the subcontractor is a small business, and if so, the category of small business (small business, veteran-owned small business, service-disabled small business, and/or women-owned small business. Indicate all categories that apply); (4) U.S. telephone number of the subcontractor; (5) a brief description of the services or commodities to be provided; (6) the estimated cost or price, and (7) the period of the subcontract.

(d) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(e) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. Subcontractors shall complete this as well.

(f) Certificate of Current Cost or Pricing Data may be requested in accordance with FAR part 15.4. This form need not to filed with the proposal; only at the Contracting Officer's request. The form can be obtained at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/.

The following items (g and h) shall be submitted from the prime and its major or critical subcontractors that **have not held contracts as a prime with the federal government or have not provided this information to a federal agency in the last three years:**

(g) Audited balance sheets and profit and loss statements including all financial notes or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements shall include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(h) A copy of the offeror's personnel and travel policies in effect at the time the offer is submitted. The contractor's cost narrative must refer to the specific policy references to support proposed costs. ***Electronic submission preferred. Hard copy is only required if electronic copy is not available.***

(i) Provide a detailed narrative responding to FAR 9.104-1 (a-g), regarding responsibility. A one word response is not adequate. As a part of this statement, the contractor must confirm their ability to obtain any necessary security clearances.

(j) Completed Section B and H.7 clause, Nonexpendable Property Purchases and Information Technology Resources of this RFP;

(k) Evidence of the approval by its cognizant Federal agency of the procurement system of the prime (or any subcontractor);

(l) Complete DD254 as provided in Section J.

(m) Subcontracting Plan

Offerors other than small businesses must provide a subcontracting plan. The subcontracting plan must include information found at FAR 19.704. The USAID goal for small business concerns subcontracting is 15% of the total estimated cost of the contract ((approximately \$0.0 million based upon an estimate of \$00.0 million (\$00.0 million minus \$0 million in subgrants) proposed total estimated cost)). Of this amount, the goals are as follows:

- Small Business: 15%
- HUBZone small business: 3%
- Women-owned small business: 5%
- Service-disabled veteran owned small business: 3%
- Disadvantaged business or 8(A): 5%

A small business subcontracting plan. The North America Industry Classification System (NAICS) code most applicable to this contract is 541618 “Management Consulting Services” having a size standard of \$6 million. Further information can be found in FAR part 19. A sample subcontracting plan may be found at: http://www.USAID.GOV/procurement_bus_opp/procurement/forms/.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

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

- (1) The technical proposal will be evaluated by the TEB using the criteria shown in this Section.
- (2) The cost proposal will be evaluated by the method described in this Section.

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

(b) Acceptability (includes valid security clearance) will be the most important non-priced evaluation factor followed by risk. Overall, technical factors (also referred to as criteria) are considered significantly more important than cost/price factors.

(c) Offerors should note that these criteria:

- (1) serve as the standard against which all proposals will be evaluated, and
- (2) serve to identify the significant matters which offerors should address in their proposals.

The technical evaluation criteria are listed below in the order of importance with Institutional Capability and Past Performance being of equal importance:

a. Plan to accomplish the objectives of the statement of work.

b. Personnel. Proposed personnel will be evaluated on the basis of education, experience, strengths, and skills, especially that which is recent and relevant to the region and the particular positions for which they are proposed.

c. Institutional Capability and Past Performance. The contractor should note that past performance is different from experience. Past performance is actual work that has been evaluated by the Government or non-federal customer. The Government reserves the right to verify past performance record of cited projects or other recent projects by reviewing Contractor Performance Reports (CPR's), other performance reports, or to interview cited references or other persons

knowledgeable of the contractor's performance on a particular project. The Government may check any or all cited references to verify supplied information and/or to assess reference satisfaction with performance. References may be asked to comment on items such as: Quality of Product or Service, Cost Control, Timeliness of Performance, Customer Satisfaction, Key Personnel, and Utilization of Small Businesses. The offeror will be provided an opportunity to explain circumstances surrounding less than satisfactory performance reports if not previously provided the opportunity.

The past performance of any firm that does not have any pertinent past performance history will be rated neutral.

If the offeror identifies multiple firms under consideration for subcontracts to perform key work features in its initial proposal, each proposed key subcontractor must demonstrate a record of recent, satisfactory experience, as explained above. If multiple firms are being submitted with the intent to choose one after contract award to perform at least 20% of the work, or if the offer is unclear as to what roles the multiple subcontract firms will play in the contract, each subcontractor will be evaluated and the offeror's score/rating for this item will be the same as the score of the lowest-rated subcontractor in the offeror's proposal.

Past Performance on Utilization of Small Businesses.

Each offeror will be evaluated as to the extent to which it used small, small disadvantaged and women-owned small businesses, veteran-owned small business, service-disabled, veteran-owned small business, and/or HUBZone small business, under current and past contracts. The evaluation will assess the extent to which the above named small businesses participated in these contracts relative to the size/dollar value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with Small Business Subcontracting Plans set out in previous contracts. The TEC will review the narrative summary of the organization's use of small businesses as subcontractors and also the SF294's provided by the offerors. The committee shall also contact some of the references provided in the proposal and any other references the TEC is aware of. All information provided by the reference checks must be documented. Offerors will be provided an opportunity to explain circumstances surrounding less than satisfactory reports on the utilization of small business if not previously provided the opportunity.

d. Small Business Subcontracting. USAID will consider the following:

- 1). Technical impact and value-added by proposed small business concerns, to the offerors' team
- 2). Total amount of proposed subcontracting with small business concerns, as a percentage of total planned subcontracting.
- 3) The extent that SDB concerns are specifically identified and the complexity and variety of work SDB concerns are to perform. (See FAR 19.1202-3).

M.2 SELECTION METHODOLOGY

Tradeoff Analysis and Best Value Determination

- (a) In accordance with Section M of this Solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s), conforming to the Solicitation and considering the below evaluation criteria, represent(s) the best overall value to the U. S. Government. The evaluation criteria will be used by the Contracting Officer as a guide in determining which proposals will present the **best value** to the Government. The tradeoff method will be utilized under this procurement.
- (b) The Government may reject any or all proposals if such action is in the Government's interest.
- (c) The Government may waive informalities and minor irregularities in proposals received.
- (d) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the

offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(e) Although technical evaluation rankings are significantly more important than cost factors, the closer the technical evaluations of the various proposals are to one another, the more important cost considerations become. The Contracting Officer may determine what a higher evaluation based on technical criteria might mean in performance and what it would cost the U.S. Government to take advantage of it. Conversely, if the Contracting Officer determines that competing cost proposals are essentially equal, technical rankings may become a determining factor in Offeror selection.

(f) Each technical proposal will be evaluated qualitatively and categorized as Outstanding, Very Good, Good, Marginal or Unacceptable in relation to the evaluation factors set forth in this solicitation. The following adjectives should be used as general guidance in assessing each technical criteria listed in Section M.1 and the technical proposal as a whole:

OUTSTANDING
VERY GOOD
GOOD
MARGINAL
UNACCEPTABLE

OUTSTANDING. The proposal exceeds the fullest expectations of the Government. The offeror has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and should result in an outstanding, effective, efficient, and economical performance under the contract. An assigned rating within "outstanding" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates an "outstanding" understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government. **Past Performance:** No risk anticipated with delivery of quality product, on time, or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

VERY GOOD. The proposal demonstrates a level of effort that fully meets the Evaluation's requirements and that this effort has produced, or could produce, results which should prove to be substantially beneficial to the project. The proposal may or may not have any weaknesses. Fulfilling the definition of "very good" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a level of effort that fully meets the Evaluation's requirements and that this effort has produced, or could produce, results which should prove to be substantially beneficial to the project. **Past Performance:** Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

GOOD. The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of "good" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a "good" understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the offeror's performance. **Past Performance:** Some potential risk anticipated with delivery of quality product, on time, and of degradation or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

MARGINAL. The proposal demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. If deficiencies exist, they may be correctable. A rating of "marginal" indicates that, in terms of the specific factor (or subfactor), the proposal marginally meets the standard for minimal but acceptable performance. The offeror may complete the assigned tasks; however, there is at least a moderate risk that the offeror will not be successful. **Past Performance:** Significant risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the offeror's past performance. (A rating of marginal does not by itself make the proposal ineligible for award.)

UNACCEPTABLE. The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, incomprehensible, or so incorrect as to be unacceptable. The evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating within the bounds of "unacceptable" indicates that in terms of the specific factor (or subfactor) the proposal fails to meet performance or capability standards. The specific factor to be evaluated contains deficiencies.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

[Excerpt from FAR 15.306(c) entitled "Competitive range".]

"(c) **Competitive range.** (1) Agencies shall evaluate all proposals in accordance with 15.305(a), and, if discussions are to be conducted, establish the competitive range. Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to paragraph (c)(2) of this section.

(2) After evaluating all proposals in accordance with 15.305(a) and paragraph (c)(1) of this section, the contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Provided the solicitation notifies offerors that the competitive range can be limited for purposes of efficiency (see 52.215-1(f)(4)), the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals (10 U.S.C. 2305(b)(4) and 41 U.S.C. 253b(d)).

(3) If the contracting officer, after complying with paragraph (d)(3) of this section, decides that an Offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award. Written notice of this decision shall be provided to unsuccessful offerors in accordance with 15.503.

(4) Offerors excluded or otherwise eliminated from the competitive range may request a debriefing (see 15.505 and 15.506)."