



USAID
FROM THE AMERICAN PEOPLE

Date Issued: January 15, 2009
Closing Date: March 2, 2009
Closing Time: 2:00 PM EDT

SUBJECT: REQUEST FOR PROPOSALS (RFP) No.: M-OAA-EGAT-01-2009
MERC/CDR Technical and Administrative Support Program.

The United States Government, represented by the U.S. Agency for International Development (USAID) Office of Acquisition and Assistance (OAA) in Washington, DC, intends to award a three-year base period cost-plus-fixed-fee contract with two one-year option periods. The purpose of the contract is to assist the Bureau of Economic Growth Agriculture and Trade (EGAT) by providing technical and administrative support for two international collaborative research programs, the U.S.-Israel Cooperative Development Research (CDR) Program and the Middle East Regional Cooperation (MERC) Program.

You are invited to submit a proposal in accordance with the requirements of the enclosed RFP No. M-OAA-EGAT- 01-2009. Proposals must be received by the Government no later than the local time on the due date stated above and in the RFP.

All Amendments to this solicitation will be made available through the Government homepage at <http://www.fbo.gov>. It is the offerors responsibility to check this site periodically for official updates and amendments to the solicitation.

Offerors are encouraged to read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. By email only, please submit all questions about this RFP no later than 2:00 PM EDT on January 29, 2009.

Sincerely,

Leona Sasinkova
Contracting Officer
USAID/M/OAA/EGAT, RRB, 7.10-24
Washington, DC 20523-7100
(202) 712-5723
lsasinkova@usaid.gov

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 2 72			
2. CONTRACT (Proc. Inst. Ident.) NO.			3. SOLICITATION NO. M-OAA-EGAT-01-2009		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED 02/15/2009		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY U.S. Agency for International Development M/OAA/EGAT, RRB Rm. 7.10-024 Washington, D.C. 20523-7100					CODE		8. ADDRESS OFFER TO (If other than item 7) Same as Block 7.				
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>See Section L</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in _____ until 2:00 PM local time 03/02/2009 . (hour) (date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Shanon Krause			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT 202-712-4714			B. E-MAIL ADDRESS skrause@usaid.gov			
11. TABLE OF CONTENTS											
(x)	SEC.	DESCRIPTION			PAGE(S)	(x)	SEC.	DESCRIPTION			PAGE(S)
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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 offer) 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 14 (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 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 NO. (Include area code)				15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEM NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTRATION 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 the Standard Form 26, or by other authorized official written notice.											

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 ACQUISITION GENERAL INFORMATION

The purpose of the MERC/CDR Technical and Administrative Support Program is to assist the United States Agency for International Development (USAID), Bureau of Economic Growth Agriculture and Trade (EGAT) by providing technical and administrative support for two international collaborative research programs, the U.S.-Israel Cooperative Development Research (CDR) Program and the Middle East Regional Cooperation (MERC) Program. Both CDR and MERC programs fund collaborative research grants, which address development problems while helping to strengthen international scientific capacity. These programs are further discussed in Section C.1 Background.

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

Contract award shall be made using best-value award methodology. Additionally, the government may choose to award this contract without discussions with industry based on its initial evaluation of proposals and best-value determination. Reference Sections L and M of this RFP for additional proposal submission and award selection information.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs that are described in Section C and comply with all contract requirements.

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 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 \$_____. The Contractor shall not exceed the aforesaid obligated amount.

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

B.4 CONTRACT LINE ITEM NUMBERS

For CLIN 0001, Peer-review Support to USAID component as described in Section C.3a, the estimated cost for the performance of the work required, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.

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For CLIN 0002, Technical Support for USAID in Monitoring of Grants component as described in Section C.3b, the estimated cost for the performance of the work required, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.

For CLIN 0003, Technical and Administrative Support for the Overall Program component as described in Section C.3c, the estimated cost for the performance of the work required, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.

For CLIN 0004, Public Information About the Programs component as described in Section C.3d, the estimated cost for the performance of the work required, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.

B.5 INDIRECT COST

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:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:

Type of Rate:

Period:

Source:

2/Base of Application:

Type of Rate:

Period:

Source:

3/Base of Application:

Type of Rate:

Period:

Source:

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

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

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B.6 ADVANCED UNDERSTANDING ON CEILING INDIRECT COSTS, RATES, AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

(1) Reimbursement for allowable indirect costs shall be at final negotiated rates but not in excess of the following ceiling rates:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
	1/		1/	1/
	2/		2/	2/
	3/		3/	3/

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

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

3/Base of Application:
Type of Rate: Ceiling
Period:
Source:

(2) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer, and the Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract.

(3) This understanding shall not change any monetary ceiling, obligation, cost limitation, or obligation established in the contract.

B.7 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.8 OTHER RFP INFORMATION

The final statement of work for the contract that will result from this RFP will be incorporated at the time of award and shall be based on the proposal by the successful offeror.

Section L – Instructions, Conditions, and Notices to Offerors must be closely adhered to.

END OF SECTION B

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

The purpose of the MERC/CDR Technical and Administrative Support Program is to provide technical and administrative support for two international collaborative research programs, the U.S.-Israel Cooperative Development Research (CDR) Program and the Middle East Regional Cooperation (MERC) Program. Both CDR and MERC fund collaborative research grants to address development problems while helping to strengthen international scientific capacity.

The MERC Program is a USAID-managed, peer-reviewed, competitive research grants program specifically focused on promoting technical cooperation between Arab and Israeli scientists, students and communities on topics relevant to development in the Middle East. MERC presently funds about 35 ongoing joint Arab-Israeli projects involving scientists and institutions in Israel, Jordan, Egypt, West Bank/Gaza, Morocco, Tunisia, Lebanon, and the U.S. Inclusion of U.S. participants in MERC projects is discouraged and is not permitted unless the U.S. scientists are providing expertise that is both essential to a specific project and unavailable in the Middle East. Projects must demonstrate significant levels of direct Arab-Israeli cooperation, technical merit, and relevance to Middle East development. New grants are also selected each year. Projects may be up to five years in duration, and the maximum grant size is presently \$1,000,000.

The U.S.-Israel Cooperative Development Research (CDR) Program is a USAID-managed, peer-reviewed competitive research grants program with a worldwide development mandate. The program supports collaborative applied research involving scientists from Israel and sometimes the U.S. working with counterparts in developing countries. Grants are selected based upon technical merit, relevance to the needs of the developing countries, and their potential to build technical capacity in developing countries. Project budgets are required to emphasize training, equipment, and other capacity-building measures in the developing country partners on the grant.

Both CDR and MERC are open-topic to encourage new, developmentally relevant ideas across all sectors and the participation of new partners. Research topics and sectors change from year to year, however, the bulk of the grants fall within agriculture, environment, or health. Projects often involve non-traditional partners, which is especially important for MERC in the context of expanding and promoting the Middle East Peace Process. Both MERC and CDR utilize a model in which the funding agency, USAID, manages an external peer-review process, directly interprets the results and makes the final modifications and selection of individual research projects. This model is widely used by other research-funding agencies throughout the U.S. Government as well as by many private foundations. After selection by USAID, individual project grants are awarded through a dedicated office in the U.S. Embassy in Tel Aviv established for that purpose. The Tel Aviv office also provides financial management and non-technical oversight services, while referring all technical and programmatic matters back to USAID. Although neither CDR nor MERC is designed to fund the participation of U.S. institutions in development, both programs receive extremely valuable input from the U.S. research community at essentially no cost through the peer-review panels.

Since their inception, CDR and MERC have always utilized local external support contractors to assist USAID in recruiting and hosting technical peer-review panels, oversight of grant projects and other technical and administrative support functions associated with proposal review and

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program management.

The contractor does not manage the CDR or MERC Programs, make funding decisions, set program policies or standards, negotiate or award project grants or have any involvement in financial management or fiscal oversight of the project grants.

C.2 OBJECTIVE

The overall goal of the MERC/CDR Technical and Administrative Support Program is to facilitate USAID's external peer review process while assisting in both the processing of large volumes of research proposals and oversight of ongoing activities. The following are the main objectives of this program:

- a. For the U.S. scientific community to provide voluntary advice and assistance to the MERC and CDR Programs through substantive peer-review panels' evaluation of research proposals, individually and collectively. The products of the peer-review advice are to be used by USAID to assist the Agency in determining which proposals to select for award and what additional technical, administrative, regulatory and/or budgetary provisos to place on the projects before awards are made.
- b. To assist USAID in its monitoring of technical progress of grants funded under the MERC and CDR Programs by summarizing the grantees' scientific reports of progress and providing information in response to inquiries from USAID. This should facilitate USAID's oversight of a large number of project grants and improve the ability of USAID and its grants office in U.S. Embassy Tel Aviv to take timely action as necessary.
- c. To provide the required technical and administrative support for the above and associated activities, including the capacity to provide technical feedback on possible overlap of new submissions with previous projects, assessing the applicant investigators' responses to technical provisos and the maintenance of program files and databases on individual projects and on potential technical expert reviewers. This should enable the programs to run efficiently and better meet their goals of solving development problems, building research capacity in developing countries, and achieving Arab-Israeli cooperation.

C.3 REQUESTED SERVICES AND DELIVERABLES

The Contractor will provide the services and deliverables specified below.

a. Peer-review Support to USAID

The contractor shall:

Recruit volunteer experts to serve on USAID-sponsored peer-review panels organized by subject matter to evaluate grant proposals.

The contractor shall recruit peer-review panelists among scientists and engineers of professional standing based upon each panelist's depth of technical knowledge pertaining to subject matter in a specific proposal or proposals. Panelists must also have the ability and willingness to attend the peer-review panel meeting without compensation. No panel member shall be an employee of USAID or the contractor. The contractor shall recruit at least four panelists for each proposal, and designate one panelist to serve as the lead reviewer for the

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proposal. If a proposal contains multiple technical facets or issues requiring different types of expertise, the contractor shall recruit multiple panelists so that each of the significant technical facets or issues of the proposal is covered by at least one panelist.

The contractor shall to the maximum extent possible recruit panelists who are able and willing to commute on their own and attend the peer-review panel meeting in Washington, DC without per diem or other compensation. If it is not possible to fully cover each proposal in the manner prescribed above, a limited number of panelists may be included via teleconferencing; the number of teleconferencing panelists shall not exceed three per panel meeting unless approved by USAID. In extremely rare cases, it may be necessary to pay a panelist's travel and lodging expenses, and any such cases will require the prior approval of USAID. The contractor shall question each prospective panelist about possible conflict of interest with the proposals and the authors of the proposals assigned to the panelist. The contractor must use reasonable and prudent judgment to exclude potential panelists with conflicts of interest.

USAID will supply the contractor with a database of past peer-review panelists. However, the contractor is not limited to reviewers in the current database and is encouraged to obtain a mixture of experienced panelists familiar with the CDR and MERC Programs and new panelists. This should ensure a diversity of expert reviewer opinions and provide for a high-quality review. The contractor shall update this database with new panelists as they participate. The contractor is required to maintain this database, share it with USAID upon request, and is encouraged to enhance the capabilities of the database. The contractor shall also nominate, subject to USAID's approval, a member of the panel to serve as the panel chair and lead the discussion during the panel meeting. The chair should be an experienced person who has participated in previous panels. USAID reserves the right to approve or exclude any panelist and will have final approval over the division of proposals into panels.

Collect and send the proposals, USAID-approved forms and instructions to the panelists

At least 21 days prior to any panel meeting, the contractor shall send the full set of proposals for the meeting to each panelist. The proposals must be accompanied by copies of panelist instructions, review forms, other support material and the program guidelines and instructions that had been sent to the authors of the proposals. USAID will supply the originals of each of these items. The contractor shall make additional copies of these items and the proposals, as needed. The contractor must also provide directions to the panel site and instructions on how the panelists can contact the contractor if they have any questions. In addition to providing hard copies of the above information, the contractor shall make the information available to the panelists via email attachments or a secure website. The contractor shall also provide logistical support and coordination for the above activities, maintaining liaison throughout the process with USAID, with the panelists, and with the investigators and institutions submitting the proposals.

Provide suitable accessible facilities in Washington, DC for the panel meetings and monitor these meetings.

For each panel meeting, the contractor shall provide suitable, accessible facilities in Washington, DC capable of accommodating up to 30 people around a central table and teleconferencing ability to include panelists who are unable to travel to the meeting. Each panel meeting typically lasts for one full business day. For each panel meeting, the contractor shall provide customary amenities, including a small breakfast and a more substantial lunch, as well as access to coffee, beverages and snacks throughout the meeting. The panel site must be accessible by automobile, including the availability of parking, and preferably accessible to

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public transit as well. If free parking cannot be obtained at the panel site, the contractor must also budget for the parking costs of the panelists.

There are typically three to five peer-review panels each year covering a total of 15 to 25 proposals, with all panels scheduled to occur within a single two-week window. USAID will work with the contractor to try to select panel dates that accommodate the schedules of USAID and the contractor, as well as to consider the availability of the contractor's panel facilities and the date(s) that proposals are due. USAID will have the final say in determining the panel dates and will give the contractor at least 90 days notice of any upcoming panel. Occasionally there are a small number of proposals that do not fit within any reasonable panel grouping and must therefore be peer-reviewed outside the panel meetings. In such cases, the contractor shall set up a conference call meeting among the reviewers, USAID and the contractor to review the "outlier" proposal using the same format established for the panel meetings. This typically occurs zero to two times each year.

In keeping with established practices governing scientific peer review, the contractor must not divulge the identities of the peer-review panelists, the results of the peer review or any details of the deliberations to the applicants or to anyone else not directly involved in the review process. The contractor must ensure that the peer-review panelists may not divulge any information on the reviewed applications.

Document the peer review panels' deliberations, proposed conditional requirements (provisos) and recommendations.

The contractor shall attend each panel meeting in order to document the peer-review panel's deliberations, votes, scores, proposed provisos and recommendations; assist with counting the votes; and provide general support (for example, to make additional copies of an individual review if a panelist does not provide sufficient copies for all attendees). In addition to contractor technical staff attending, it is strongly recommended that the contractor hire a court reporter for the day or a person with comparable skill to take nearly verbatim notes. USAID will attend each panel meeting in order to provide the panel with initial verbal instructions on the programs, selection criteria, voting procedures, review format, etc., as well as to answer any questions that the panelists might ask about the policies of the funding programs. USAID will also observe the panel's deliberations, proposed provisos and recommendations, assist with recording the scores, and observe the panel for possible irregularities that might interfere with merging the results of the panel with other panels. Neither USAID nor the contractor will vote in the panel or participate in the substantive discussion; after USAID provides the initial verbal instructions and answers any initial questions that might arise, the meeting will be led by the panel chair.

Following each panel meeting, the contractor shall collect all the individual reviews prepared by the panelists before the meeting, as well as a brief summary prepared during the meeting by the lead reviewer for each proposal. For each proposal reviewed, the contractor shall produce a technical summary describing the panel discussion and clearly delineating the factors that led to the panel's recommendations. USAID will provide the contractor with a template and previous examples of technical summaries to serve as a guide. For each proposal, the contractor shall attach typed versions of all the individual reviews of the proposal to the technical summary to create a "review package" for the proposal. The contractor shall then send this review package as an electronic file in whatever text software is used by USAID as the Agency standard (presently MS-Word) to the MERC/CDR Program Manager at USAID within 30 days after the date of the panel meeting. For proposals approved conditionally or recommended for resubmission by the peer-review panels, the contractor's draft "review package" shall also contain a list of the panel's specific conditional provisos drafted in a manner so that each

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specific requirement should be clear to the applicant. Although these summaries are to be sent to USAID for editing, they must be prepared according to program standards in a style and format suitable for subsequent release to proposal authors without significant alteration. The edited summaries and individual reviewers' comments would be released as part of a larger USAID Decision Package under USAID letterhead and signature, and thus would be subject to MERC or CDR Program standards.

b. Technical Support for USAID in Monitoring of Grants

The contractor shall:

Summarize scientific progress reports submitted by grantees.

For each semi-annual progress report and each final progress report received by the MERC or CDR Program, the contractor shall draft a short summary of not more than two pages. Each contractor summary shall start with the brief list of specific objectives taken from the approved proposal from which the project was funded, as well as summarizing the progress reported. Each contractor summary shall reflect the progress during the period covered by the grantee's report as well as current status/cumulative progress against each specific objective, based on the information contained in the grantee's technical progress report.

Notify USAID of any clear deficiencies, irregularities or requests by grantees contained in these reports and suggest actions to USAID based upon these reports.

Each contractor summary shall also report any requests for USAID actions contained in the grantee's technical progress report; any lack of required information or substantive deviations by the grantee from the required MERC/CDR format for progress reports; and any other clear deficiencies or irregularities noticed by the contractor as well as any other issues the contractor determines should be brought to USAID's attention. The contractor shall submit each summary to USAID electronically as an MS-Word email attachment within 30 days of the receipt of the grantee's progress report. The contractor shall also maintain an electronic copy and one hardcopy of each summary as well as providing another hardcopy for the project file at USAID. The number of summaries is expected to be approximately 100 to 120 per year, each requiring approximately two to four hours work. Each year, the contractor shall also produce for USAID two brief annual synopsis reports of technical achievements of the active grants and their development implications; there should be one brief synopsis report for MERC and one for CDR. Information from the contractor summaries of individual projects should aid in this task.

Respond to related inquiries from USAID.

From time to time, USAID may also ask the contractor to follow up on a technical issue arising from one or several of the project grants and provide additional information to USAID. Such requests are expected to be infrequent and not expected to exceed five per year.

c. Technical and Administrative Support for the Overall Program.

The contractor shall:

Maintain an electronic program database

The contractor shall maintain a program database to track proposals, active grants, and pro-bono expert technical reviewers accessible by area of expertise. This database must remain compatible with the computer systems of USAID and the MERC/CDR grants office located within the Office of the Science Attaché in the U.S. Embassy in Tel Aviv.

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As part of this task, the contractor shall maintain a database of pre-proposals received by the programs and provide the appropriate administrative tracking of the pre-proposal and full proposal review processes. Estimated 80-120 pre-proposal applications are expected to be received per annual cycle. USAID will supply the contractor with a copy of its database of previous applications, pre- and full proposals undergoing review and ongoing projects. The contractor shall update this database as new submissions arrive, and as the status of project grants and proposals under review change. The contractor shall also upgrade the database to make it fully capable of accepting search queries (for example, producing a list of all principal and co-investigators in a given country along with the titles of their projects and their addresses and contact information) while also fully maintaining the database's present abilities (for example, generating letters from a template addressed to each principal and/or co-investigators in a given review cycle). The contractor shall maintain this database in MS-Access (and, if applicable, convert it to comply with any changes made in USAID's Agency Standard application for databases). The contractor is encouraged to present its ideas on further upgrading the database providing that none of the current capabilities of the database are lost or compromised. The contractor shall share the database with USAID upon request throughout the course of the contract. At the end of the contract, this updated database and the database on panelists shall belong to USAID.

Maintain project files.

The contractor shall create duplicate paper files for each pre-proposal as each one arrives; one file for USAID and one for the contractor. Each file and each copy of the pre-proposal must be labeled with a proposal number using the convention established by the MERC and CDR Programs. The contractor shall also maintain back-up files on pre-existing projects and proposals under review, as such files are supplied by USAID. The contractor shall update both sets of files with review results and material from the applicant investigators as they arrive and as the status of proposals under review and project grants change. This will typically include 20 to 25 visits per year to USAID to ensure compatibility and completeness of both sets of files. At the end of the contract, both sets of updated files shall belong to USAID.

Provide technical and administrative support for the MERC selection committee.

For each annual review cycle, the contractor shall provide a packet containing a copy of all the pre-proposals received to each member of the joint USAID/Department of State internal "MERC Committee" that reviews MERC pre-proposals and determines which submissions will be invited as full proposals. The contractor shall send the pre-proposals, score sheets, other support material and a cover letter signed by USAID, within three days of USAID's approval of the cover letter and support material. There are typically 8 to 10 members of the committee, three of whom are stationed in the Middle East and must receive their packets by express courier; the remaining committee members are in Washington, DC. The contractor shall also send the USAID Field Missions in each Arab country covered by MERC those pre-proposals pertaining to that country, along with a similar cover letter and support material, within three days of USAID's approval of the letter and material for the Missions. The same MERC Committee makes the final determination of which projects would be selected, meeting after the peer-review panels' recommendations have been documented. The contractor shall send copies of all the full proposals along with the USAID-approved peer-review panel "review packages" and support material to each committee member and each USAID Field Mission within three days of USAID's approval of this material.

USAID may require the contractor to provide technical information to the MERC Committee. Usually this would entail researching possible overlap, potential synergy or duplication between

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previously funded projects and new pre-proposal applications. The MERC/CDR database and project reports would assist the contractor in this task. Typical annual workload for this research is four to seven days.

Subject to the approval of USAID, the contractor shall attend each meeting of the MERC Committee in order to document the committee's deliberations, proposed provisos and decisions, and record the scores. The contractor shall bring a laptop computer to the meeting in order to enter the scores into a spreadsheet application and be prepared to rank-order the pre-proposals (or proposals) by score near the end of the meeting. In addition to contractor technical staff attending, it is strongly recommended that the contractor hire a court reporter for the day or a person with comparable skill to take nearly verbatim notes. The contractor shall not vote in the committee meeting. The contractor shall not participate in the substantive discussion, unless called upon to present specific information requested by USAID or the committee. There are expected to be two committee meetings per year: one 2-4 day meeting to screen pre-proposals for subsequent invitation as full proposals, and a one-day meeting to select full proposals for award following the series of external peer-review panels.

Within 14 days after the contractor attends a MERC Committee meeting reviewing pre-proposals, the contractor shall provide USAID with a draft list of invitation conditions for those pre-proposals approved by the committee for invitation as full proposals (typically 15 to 25 invitations per year). Within 21 days after the contractor attends a MERC Committee meeting that reviews full proposals, the contractor shall for each full proposal provide USAID with a draft "Decision Sheet" containing the review package that had gone to the committee and a "Basis for Decision" outlining the committee's reasons for its decision. For those full proposals approved with provisos, the contractor shall also edit the list of provisos from the peer-review to include those modifications made by the MERC Committee as part of the Decision Sheet. USAID will provide templates, edit the contractor's draft, and approve the final version of each Decision Sheet (of which there are typically 15 to 25 per year).

Assess the applicants' responses and follow up with the applicants as required by USAID.

The contractor shall maintain the capacity to provide technical information to USAID on proposals and investigators' responses to technical provisos. The majority of successful full proposals are expected to emerge from the external peer-review panels and the USAID/committee assessment with one or more technical or regulatory provisos. The applicant investigators must satisfy these provisos in order for their proposals to receive consideration for funding. The contractor shall provide USAID with an initial assessment of the applicants' responses to each of these provisos. USAID may require the contractor to contact the applicants to explain what further actions are needed to achieve compliance, and advise USAID as to whether the applicants' subsequent response appears to have met the provisos. The contractor shall forward to USAID all modified proposals and other response material received from the applicants. USAID will make the final determination on funding and the acceptability of applicant responses to provisos. There are expected to be 6 to 14 provisionally approved proposals each year.

Mail USAID-approved correspondences and track program correspondences.

All official correspondence on behalf of the MERC and CDR Programs, including the results of the pre-proposal and full proposal reviews, will be issued under USAID letterhead and signature. The contractor shall not have the authority to make commitments on behalf of the programs or the Agency and must not do so. The contractor must also not divulge the results of any review process prior to the written notification of the applicants issued under USAID letterhead and signature. Even after the results are released, the contractor must not divulge the

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identities of the participants or any details of the deliberations to the applicants or to anyone else not directly involved in the review process. However, the contractor shall mail the correspondences approved and signed by USAID to the applicants, their partners on the applications, and appropriate USAID Missions and U.S. Embassies. Annual mailings by express courier to the Middle East or other comparably priced destinations are typically 15 to 25 full proposal invitations plus 8 to 15 full proposal decision letters with review packages, each of which is sent to an applicant principal investigator and copies sent to 1 to 5 co-investigators per application. Annual mailings by ordinary mail to the Middle East or other comparably priced destinations are typically 60 to 100 single page pre-proposal decline letters plus 10 to 15 full proposal decision letters with review packages, each of which is sent to an applicant principal investigator and copies sent to 1 to 5 co-investigators per application.

d. Public Information About the Programs

The contractor shall create a web site and post brief descriptions of the MERC and CDR Programs, as well as program announcements and guidelines. USAID may also periodically contribute material to the website. All posted materials pertaining to MERC and CDR must have prior approval of USAID and adhere to USAID's Branding and Marking Guidance. The contractor shall also answer routine questions about the programs from applicants and potential applicants. Typical annual workload for posting materials and answering such inquiries is 15 to 25 days per year. The contractor shall maintain a contact telephone number, fax number and a dedicated email address that can be posted on the website and distributed on program correspondences and announcements.

All rights assigned or reserved to USAID in Section C.3 will be exercised on behalf of USAID by the MERC/CDR Program Manager (aka "Cognizant Technical Officer").

C.4 REQUIRED PROFESSIONAL SKILLS

The contractor shall provide personnel with the specified expertise, experience, and availability for the purposes of this contract.

a. Chief of Party

The contractor is required to specify a Chief of Party who will have overall contractor responsibility for the fulfillment of tasks under this contract. The Chief of Party will provide central management and oversight of all tasks. S/he will meet and consult regularly with the Cognizant Technical Officer (CTO).

The Chief of Party must have a thorough understanding of complex peer-review panels. This includes the importance of recruiting reviewers of appropriate professional standing representing diverse but applicable backgrounds covering each major technical facet of each proposal.

The Chief of Party is Key Personnel (refer to Section F.6).

b. Primary Technical Program Officer

The contractor is required to specify a Primary Technical Program Officer who will be primarily responsible for the technical summaries and recruitment of the peer-review panelists, as

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specified under Section C.3. The Primary Technical Program Officer may be the same person as the Chief of Party.

The Primary Technical Program Officer must have a thorough understanding of the research process and complex peer-review panels, as well as direct experience assembling peer-review panels to review research grant applications. This includes an advanced degree in a technical field and the ability to understand research proposals and scientific progress reports covering a wide range of technical sectors applicable to international development. This also includes the skills required to identify appropriate reviewers representing diverse but applicable backgrounds covering each major technical facet of each proposal.

The Primary Technical Program Officer is Key Personnel (refer to Section F.6).

C.5 PERFORMANCE MONITORING PLAN

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the contract.

END OF SECTION C

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING (JAN 2007)

The Contractor shall comply with the requirements of the USAID Branding and Marking Guidance defined in ADS Chapter 320 or any successor branding policy. The Branding and Marking Guidance is available at www.usaid.gov/branding.

D.3 BRANDING STRATEGY

Branding Strategy for the MERC/CDR Technical and Administrative Support Project From Requesting Office (EGAT/AG)

- **Program or Project Name:** MERC/CDR Technical and Administrative Support Project
- **How the materials and communications will be positioned:** All official communications including letters and guidelines will be on USAID letterhead. The contractor will not be producing anything else to release to the public, except for a website which will be branded in accordance with the USAID Graphics Standards Manual located at <http://www.usaid.gov/branding/acquisition.html>.
- **Desired level of visibility:** MERC/CDR Technical and Administrative Support Project has a desired high level of visibility within USAID since the purpose of the project is to provide technical and administrative support for two international collaborative research programs, the U.S.-Israel Cooperative Development Research (CDR) Program and the Middle East Regional Cooperation (MERC) Program.
- **Any other organizations to be acknowledged:** Project documents will not use the contractor's logo, but will acknowledge that the document was prepared for USAID's Bureau for Economic Growth, Agriculture and Trade (EGAT) by the MERC/CDR Technical and Administrative Support Project, _____ (Prime Contractor).

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- There are no controls on the contractor's release or use of data that the contractor, or any subcontractor, produces in performing the contract. The copyrights and rights to data shall be in accordance with the clause included in this Contract, entitled, "Rights in Data – General" (FAR 52.227-14).

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at: USAID, EGAT/AG, 2nd Floor, Ronald Reagan Building, 1300 Pennsylvania Avenue, NW, Washington, DC 20523; or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Cognizant Technical Officer (CTO) has been/will be delegated authority to inspect and accept all services, reports and required deliverables or outputs.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I	APR 1984

F.2 PERIOD OF PERFORMANCE

The estimated period of performance for this contract is for a three-year base period and two one-year option periods. The period of performance is as follows:

Base Period: Three (3) years from the Effective Date of Award.

Option Period 1: One (1) year immediately following the Base Period.

Option Period 2: One (1) year immediately following the Option Period 1.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance 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.

F.4 PLACE OF PERFORMANCE

The place of performance under this contract is the United States. The bulk of the work will occur at the contractor's facility, which must be located within a 25-mile radius from USAID's headquarters in the Ronald Reagan Building in Washington, DC. There will be frequent exchange of materials between the contractor and USAID as well as approximately 20 to 30 visits per year by the contractor to USAID, as described in Section C.3.

F.5 LEVEL OF EFFORT

(a) For Contract Line Item 0001, "Peer-review Support to USAID," as described in Section C.3a, the Contractor shall deliver 360 person-days of direct labor for the Base Period and 120 person-days of direct labor for each of the two Option Periods specified in the clause, Period of Performance, above. Once this required level of effort for CLIN 0001 is provided, CLIN 0001 is completed.

(b) For Contract Line Item 0002, "Technical Support for USAID in Monitoring of Grants," as described in Sections C.3b, the Contractor shall deliver 240 person-days of direct labor for the Base Period and 80 person-days of direct labor for each of the two Option Periods specified in

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the clause, Period of Performance, above. Once this required level of effort for CLIN 0002 is provided, CLIN 0002 is completed.

(c) For Contract Line Item 0003, "Technical and Administrative Support for the Overall Program," as described in Section C.3c, the Contractor shall deliver 450 person-days of direct labor for the Base Period and 150 person-days of direct labor for each of the two Option Periods specified in the clause, Period of Performance, above. Once the required level of effort for CLIN 0003 is provided, CLIN 0003 is completed.

(d) For Contract Line Item 0004, "Public Information about the Programs," as described in Section C.3d, the Contractor shall deliver 90 person-days of direct labor for the Base Period and 30 person-days of direct labor for each of the two Option Periods specified in the clause, Period of Performance, above. Once the required level of effort for CLIN 0004 is provided, CLIN 0004 is completed.

(e) Once the required level of effort for each of the CLINs has been provided, the Contract will be completed; however, the parties can agree to modify the Contract by reallocating level of effort between CLINs as a matter within the general scope of the contract.

F.6 KEY PERSONNEL

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

Chief of Party;
Primary Technical Program Officer.

The required professional qualifications of the key personnel are described in Section C.4.

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 must notify both the Contracting Officer and the USAID Cognizant Technical Officer reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made by the Contractor without the written consent of the Contracting Officer

C. The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by all individuals 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.

F.7 REPORTS AND DELIVERABLES OR OUTPUTS

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

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Reference	Deliverables
C.3a	Provide peer-review support to USAID: recruit volunteer experts to serve on USAID-sponsored peer-review panels; collect and send the proposals, other USAID-approved forms and instructions to the panelists; provide suitable facilities in Washington, DC for the panel meetings; monitor panel meetings; and document the peer review panels' deliberations, proposed conditional requirements and recommendations.
C.3b	Provide technical support to USAID in monitoring of grants: summarize scientific progress reports submitted by grantees; suggest actions to USAID based on these reports; notify USAID of any clear deficiencies, irregularities or requests by grantees contained in these reports; respond to related inquiries from USAID; prepare two (one for CDR and one for MERC) brief annual synopsis reports of technical achievements of the active grants and their development implications.
C.3c	Provide technical and administrative support for the overall program: offer technical feedback to USAID on pre-proposals and investigators' responses to technical provisos; provide maintenance of backup program files and maintenance of databases; prepare final draft of decision sheets prepared by the MERC committee; assess/track applicant responses and follow up with applicants as required by USAID.
C.3d	Create a web site and post brief descriptions of the MERC and CDR Programs, as well as program announcements and guidelines.

F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution.

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

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

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

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

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

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

(2) Format.

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

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

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

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

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

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

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

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

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

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

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

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

TOTAL EXPENDITURES

(Document Number XXX-X-XX-XXXX-XX)

Line Item	Description	Amt. Vouchered to Date	Amt. Vouchered this Period
0001	Service Description for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Service Description for Line Item 0002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

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

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

BY: _____

TITLE: _____

DATE: _____

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(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 CONTRACTING OFFICER

Leona Sasinkova
U.S. Agency for International Development
Office of Acquisition and Assistance
Attn: M/OAA/EGAT, Room 7.10.024
1300 Pennsylvania Avenue, NW
Washington, DC 20523

G.3 COGNIZANT TECHNICAL OFFICER

In accordance with ADS 302.3.7.1, after the award of the contract the contracting officer shall issue a letter appointing the CTO for this contract. The contractor shall then be informed of the name and contact information for the CTO.

G.4 PAYING OFFICE

The paying office for this contract is:

US Agency for International Development
Office of Financial Management
Ronald Reagan Building, Room 7.07
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523

G.5 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:
Operating Unit:
Strategic Objective:

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Team/Division:
Benefiting Geo Area:
Object Class:
Amount Obligated: \$

G.6 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

(b) The Contracting Officer, by separate designation letter, authorizes the CTO 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.

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

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

(e) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be 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.

(f) In case of a conflict between this contract and the CTO designation letter, the contract prevails.

END OF SECTION G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following 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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	USAID ACQUISITION REGULATION (48 CFR Chapter 7)	
752.7027	PERSONNEL	DEC 1990
752.225-70	SOURCE ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997

H.2 752.7007 PERSONNEL COMPENSATION (April 2006)

(pursuant to class deviation No. OAA-DEV-2006-02c, AAPD 06-03)

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

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

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 (United States).

H.4 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

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

H.5 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

The Government will furnish the databases, files and document templates specified in Section C.3. These Government-furnished items and information, as well as the materials and information added to these items by the contractor, shall remain the property of the Government at the end of the contract.

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H.6 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (AUG 1999) (CIB 99-17)

(a) This contract calls for the Contractor to furnish important services in support of the evaluation of applications for grants received under CDR and MERC Programs. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN THE EVALUATION REPORT WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

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

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

H.7 DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

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

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

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a

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

H.8 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) within the Department of Treasury. That web site is <http://treasury.gov/ofac>

H.9 USAID DISABILITY POLICY – ACQUISITION (DEC 2004)

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

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

H.10 SUBCONTRACTING PLAN REPORT FOR INDIVIDUAL CONTRACTS AND SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ (to be filled at the time of award) is hereby incorporated as a material part of this contract. The contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

H.11 CONSENT TO SUBCONTRACT

Consent to subcontract to any organizations proposed as part of the Contractor's management team will be deemed to be granted at the time of contract award, unless the Contractor is otherwise notified by the Contracting Officer in writing. Consent to subcontract will be required

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for all other subcontracts, even if the contractor has a procurement system approved by the Federal government, unless otherwise agreed by the Contracting Officer in writing.

Approved Subcontractors: The following list constitutes the approved subcontractors under this contract:

TBD at the time of award.

H.12 AIDAR 752.227–14 Rights in Data—General (OCT 2007)

(1) For all data first produced or specifically used by the Contractor in the performance of this contract in the United States, its territories, or Puerto Rico, the Contractor shall have the right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) For all data first produced or specifically used by the Contractor in the overseas performance of this contract, the Contractor shall not release, reproduce, distribute, or publish such data without the written permission of the Contracting Officer. The government also may require the contractor to assign copyright to the government or another party as circumstances warrant or as specifically stated elsewhere in the contract.

H.13 INDEMNITY

The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

H.14 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

The U.S. Government may terminate this contract agreement, without penalty, if the Contractor or any sub-contractor, (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the contract is in effect, or (ii) uses forced labor in the performance of the contract agreement.

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H.15 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

END OF SECTION H

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 FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (ALTERNATE I, OCT 1995)	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-2	PAYMENT OF OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITIONS OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222.36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL VETERANS, DISABLED VETETANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	NOV 2007
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2008
52.230-6	ADMINISTRATION OF COST ACCOUNT STANDARDS	MAR 2008
52.232-17	INTEREST	OCT 2008
52.232.18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT (ALTERNATE 1, FEB 2002)	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003

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52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD (ALTERNATE I, JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER (ALTERNATE 1, APR 1984)	AUG 1989
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II	APR 1984
52.244-2	SUBCONTRACTS (ALTERNATE 1, JUN 2007)	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2008
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR CHAPTER 7

752.202-1(b)	USAID DEFINITIONS CLAUSE – GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS (ALTERNATE 70)	JAN 1990
752.204-2	SECURITY REQUIREMENTS	(undated)
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7009	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7006	NOTICES	APR 1984
752.7021	CHANGES IN TUITION AND FEES	APR 1984
752.7025	APPROVALS	APR 1984
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, FAR 52.222-39 (DEC 2004)

(a) *Definition.* As used in this clause—

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“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

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- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES, FAR 52.222-42 (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable

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to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class Monetary Wage—Fringe Benefits

_____	_____
_____	_____
_____	_____
_____	_____

I.4 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98- 21)

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

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

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS

Attachment Number	Title
J.1	USAID FORM 1420-17 Contractor Biographical Data Sheet
J.2	Small Business Subcontracting Plan Template
J.3	Freight Delivery Request Form

Hard copies of the following documents are attached at the end of this document; however, some of the forms can be accessed electronically at

http://www.USAID.GOV/procurement_bus_opp/procurement/forms/.

END OF SECTION J

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

K.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)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY 1999

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

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

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

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

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K.3 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

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

(B) Have o have not o, 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, violating Federal criminal tax laws, or receiving stolen property;

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

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a 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 FAR 52.219-1 SMALL BUSINESS PROGRAM CERTIFICATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

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(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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 service-disabled 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\(16\)](#).

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“Small business concern” 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” 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.5 FAR 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;

(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.6 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

(a) It o has developed and has on file, o 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

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(b) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.7 AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.8 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (OCT 2008)

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

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

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

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be

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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

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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 paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

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☐ Yes ☐ No

K.9 FAR 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

☐ Yes ☐ No

If the offeror checked “Yes” above, the offeror shall—

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

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

K.10 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 FAR 52.216-1 TYPE OF CONTRACT (SEP 2006)

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

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 Government Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address as follows:

U.S. Agency for International Development, M/OAA/EGAT
Attn: Leona Sasinkova, Contracting Officer
Ronald Reagan Building, 7.10-024
Washington, DC 20523-7100
(202) 712-5723

Mailing Address: Same as above

(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 GENERAL INSTRUCTIONS TO OFFERORS

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

If an Offeror does not understand the instructions in Section L of this Solicitation, then s/he should write to the Contracting Officer for clarification. Please refer to the cover

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page of this RFP for the Contracting Officer's contact information and due date for any questions or clarifications.

- (b) **Accurate and Complete Information.** Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (c) **Pre-award Survey.** USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.
- (d) **Offer Acceptability.** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:
 - (1) Completion of Standard Form 33, Blocks 12 through 18;
 - (2) Submission of a cost proposal as required by Sections B and L of this RFP;
 - (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K for the Offeror and all subcontractors where the subcontract is expected to exceed \$100,000;
 - (4) Submission of information required by this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors will follow the instructions contained in this RFP and supply all information and signature/certifications, as required.
- (e) **Proposal Preparation Costs.** The U.S. Government will not pay for any quote preparation costs.

L.5 RECEIPT OF PROPOSALS AND DELIVERY INSTRUCTIONS

- (a) Proposals submitted in response to this RFP will be received in the following manner:
 - (1) Technical and price proposals will be submitted separately in spiral bound books or in three-ring notebooks.
 - (2) Format for the **technical proposal** must be in Microsoft Word, Times New Roman font size 12. There is no specified font for graphics and charts.
 - (3) Format for the **price proposal** must be compatible with Microsoft Excel. The narrative for the price proposal must be in Microsoft Word, Times New Roman font size 12. There is no specified font size for graphics and charts.

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- (4) The use of 11" X 17" paper is unallowable. Paper size cannot exceed 8 ½" x 14." If 8 ½" x 14" paper is used in the technical proposal, it will be counted as two pages.
- (5) Proposals must be single sided, page numbered and contain a table of contents. The sections and annexes in the technical and price proposals must be tabbed and listed in the table of contents.
- (6) **Technical proposals must be limited to 10 pages. This page limit does not include cover pages, dividers, table of contents, charts, resumes, letters and annexes. If the page limit is exceeded, USAID has the right to evaluate the first 10 pages only.**

Any questions in response to this solicitation must be submitted in writing via email to Leona Sasinkova, Contracting Officer, lsasinkova@usaid.gov, no later than Wednesday, January 29, 2009 by 2:00 p.m. local Washington, DC time.

- (b) **Closing Date and Time.** All proposals in response to this RFP must be received by 2:00 p.m. Washington, DC time on the closing date indicated on the cover page of this solicitation. Proposals must remain valid for acceptance by USAID until 01/14/2010. Faxed copies will not be accepted.
- (c) The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: M-OAA-EGAT-01-2009

Title: MERC/CDR Technical and Administrative Support Program
 - (1) Technical and Price /Business proposals must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.
 - (2) Companies should retain for their records one copy of the proposal and all enclosures which accompany their proposal. Erasures or other changes must be initialed by the person signing the proposal. To facilitate the competitive review of the proposals, USAID will consider only those proposals complying with instructions set forth in Section L of this RFP.
- (d) **Number of Copies.** For the Technical Proposal: one original and five (5) copies. The technical proposal will be entirely separate from the price proposal. For the Cost Proposal one original and two (2) copies are required. Each must be identified as such, e.g., "original" or "copy," "1 of 2" etc. USAID reserves the right to determine the final number of proposal copies.
- (e) **Electronic Copies.** Each original and copy of the Technical and Cost Proposal submitted by the Offeror must contain one 3.5" computer disk or on a CD-ROM (CD-ROM preferred) with full electronic versions of all documents included in the proposal. All electronic documents must be saved in a "text accessible" format.
- (f) **Mailing Addresses.** Proposals will be delivered to the following addresses:

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If sent via U.S. Postal Service:

Ms. Shanon Krause
Contract Specialist
USAID, Office of Acquisition and Assistance
Room 7.10-051
Ronald Reagan Building
1300 Pennsylvania Avenue NW
Washington, D.C. 20523

Hand-Carried, Overnight, or via Courier

Ms. Shanon Krause
USAID Office of Acquisition and Assistance
14th Street Entrance (only)
Ronald Reagan Building
Visitor's Desk: Dial 2-4714 or 2-5723

Note: The issuing office receives regular international mail only once a week.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical Proposal must address how the offeror intends to carry out the tasks described in Section C. It must contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. These requirements link directly to the evaluation factors in Section M.

The Technical Proposal will be organized in the order indicated below.

Factor I: Technical Approach and Capabilities

Sub-factor 1: Basic Technical Approach
Sub-factor 2: Corporate Capabilities and Experience
Sub-factor 3: Additional Particular Capabilities

Factor II: Management and Staffing

Factor III: Past Performance

Sub-factor 1: Technical Past Performance
Sub-factor 2: Cost Past Performance
Sub-factor 3: Past Performance Using Small Business Concerns

Factor I - Technical Approach and Capabilities

Sub-Factor 1: Basic Technical Approach

In this section, the offerer will provide a brief summary of its understanding and approach to the technical substance and management needs in the areas covered by this RFP.

Sub-Factor 2: Corporate Capabilities and Experience

In this section, the Offeror will discuss its existing capabilities and actual experience in providing similar services to those requested in section C of this RFP.

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Sub-Factor 3: Additional Particular Capabilities

This section will include a description of any particular capabilities that the offeror proposes to include at no additional cost, in terms of technical support, database management or other related administrative services.

Factor II – Management and Staffing

Sub-Factor 1: Contract Management Plan

Under this sub-factor, the offeror will present its overall plan for managing the contract. This includes cost control but also its overall staffing plan, the facilities it will use, and a description of how the work will be managed.

The proposed staffing pattern should be justified as matching the technical and administrative support tasks listed in Section C without incurring additional labor charges or other costs in excess of the tasks described in this RFP. The level-of effort for each position included in the technical proposal must be specified. Cost control and other efficiencies should be evident.

Sub-Factor 2: Quality and Credentials of the Proposed Personnel

This section will contain information about the personnel that the offeror proposes for this contract. The Project Director and the Primary Technical Program Officer are the only Key Personnel positions and must meet or exceed the personnel qualifications set forth in Section C.4. The description of the Project Director's and Primary Technical Program Officer's qualifications should not be a repetition of the text in Section C. Resumes are limited to three pages each and will be added to the Annex (not included in the 10-page limit).

Other personnel performing technical tasks, such as assembling peer-review panels and writing technical summaries, should also be identified in this section if they are known. Resume(s) for such person(s) should also be provided in the annex. If some of the proposed personnel are not known at this time, the offeror must provide a reasonable explanation of why they cannot be identified at the time of the proposal and how they will be identified.

Three (3) references must be provided for each proposed staff in response to this RFP. Each reference must have a contact name, telephone number, e-mail address, organization name, and address. The references are to be included in the annex and will not count against the 10-page limitation.

Offerors must submit a signed "letter of availability" for the proposed personnel stating that he/she understands he/she has been proposed and that he/she intends to be available should a contract be awarded. The signed availability letters are to be attached in the annex and are not included in the 10-page limitation.

Factor III – Past Performance

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

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1. List up to **three (3)** of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity.

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

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, labor hour etc.

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

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

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

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

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

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

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

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

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(B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past 3 years.

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

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Offerors must submit a separate Cost Proposal and include the following information. All pages must be sequentially numbered, and each part must be separated by a tab or colored divider page. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable. The following guidance is provided with respect to the organization of the cost proposal.

(a) Part 1 - Standard Form (SF) 33

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

(b) Part 2 - Proposed Costs/Prices

This part of the Cost Proposal should include the following information: Detailed budgets (preferably in spreadsheet format), budget notes and supporting documents (e.g. documents that support the calculation of costs included in the spreadsheets such as Negotiated Indirect Cost Rate Agreements, Bio Data Sheets, cost agreements with subcontractors, etc.).

1. Detailed Budget Preparation Guidance

All budgets should be organized based on types of costs as set forth in the section immediately below. An overall detailed budget should be provided for all CLINs for the 3-year Base Period and the two one-year Option Periods. In addition to the overall detailed budget, breakdowns should be provided for each year of performance and for each CLIN set forth in Section B.4 of the contract. In summary, the following budgets should be provided:

- A. Overall Budget for the Base Period (all CLINs for all three years);
- B. Annual Budgets (all CLINs for each of the three years of performance);
- C. Overall CLIN budgets (three-year budgets for each CLIN); and
- D. Annual CLIN budgets (each year for each CLIN).
- E. Overall Budget for the Option Period 1 (all CLINs)
- F. Overall CLIN budget for the Option Period 1 (one-year budget for each CLIN)
- G. Overall Budget for the Option Period 2 (all CLINs)
- H. Overall CLIN budget for the Option Period 2 (one-year budget for each CLIN)

The proposed budget and supporting information must be provided in sufficient detail to allow a complete and fair analysis of cost.

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2. Budget Line Item Headings

In order to undertake a meaningful comparison of cost, offerors shall use the following standard cost elements as applicable:

Direct Costs

Labor Costs

Salary and Wages

Fringe Benefits

Consultants

Overhead

Travel & Allowances

Travel, Transportation, Per Diem and Miscellaneous (Visas, inoculations, etc.) Allowances

Other Direct Costs

Equipment and Supplies

Subcontract Costs (for major subcontracts, ancillary budgets should be provided that include the same cost element, line item and annual breakdowns as required for the prime's budget, as applicable)

Training (includes all types of training costs)

Facilities Costs

Any Other Direct Costs

Indirect Costs

Material Overhead

G&A

Total Estimated Cost

Fixed Fee

Total Est. Cost Plus Fixed Fee

3. Budget Line Item Definitions

Salary and Wages: FAR 31.205-6 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the offeror's personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

Fringe Benefits: FAR 31.205-6 provides for allowances and services provided by the contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the contractor. For example, costs of consultants should be broken down by person years, months, days or hours.

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs

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should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors' use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.

Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with offeror's policies and these regulations.

Participant Training: AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs should be broken down by types and participants.

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units.

Overhead, G&A and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs.

Fixed Fee: FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors.

4. Indirect Costs

A. The indirect rates offerors propose must match the ceiling rates if the ceiling rate is lower than the proposed indirect rates. If the proposed indirect rates are lower than the proposed ceiling rate than the offeror must explain in the budget notes why it is proposing indirect rates lower than the proposed ceiling rates.

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

5. Budget Notes

Budget notes are required. While the offeror has discretion to tailor the budget notes to its approach, between the detailed budgets and the budget notes, sufficient information must be provided to allow a thorough, complete and fair analysis of the costs proposed. For example,

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for salaries, the offeror must demonstrate the calculations and the rational for the rates for the base daily labor rate utilized in calculating labor cost. No unburdened base daily rate may exceed the current maximum daily rate for Agencies without a Certified SES Performance Appraisal System (AWCPAS). The total number in a year, which should be no more than 2080 hours, may not exceed the annual salary of the AWCPAS of \$158,500.

6. Supporting Documents

The offeror shall provide additional supporting budget documentation to substantiate all proposed costs. Negotiated Indirect Cost Rate Agreements should be included in the Cost Proposal. In addition, AID Form 1420-17 - Contractor Employee Biographical Data Sheets, should be submitted for each key personnel position. Other supporting documentation should be submitted if the offeror believes that it is necessary to substantiate or support costs proposed by the offeror.

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

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

(d) Part 4 - Subcontracting Plan

If the offeror is other than a small business, it must submit a Subcontracting Plan (see Attachment in Section J). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(e) Part 5 - Joint Venture Information

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

(f) Part 6 - Evidence of Responsibility

The contracting officer is required to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1 with respect to the winning offeror. As a result, the offeror may be requested prior to award to submit additional specific information relating to the following criteria:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

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- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility.

(g) Part 7 - Information to Support Consent to Major Subcontractors

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

(h) Part 8 - Information Concerning Work-Day, Work-Week, and Paid Absences

- (1) The offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.
- (2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors shall describe their work day and work week policies.

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

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- (a) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract award(s) to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.
- (b) The Government intends to evaluate proposals and award without discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The offeror that represents the best value shall be awarded the contract. The Government reserves the right to conduct discussions if the contracting officer later determines them to be necessary. Oral presentations may also be considered.
- (c) The submitted technical information will be scored by a Technical Evaluation Committee (TEC) using the factors described in this section. The TEC may include industry experts who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) Technical factors are considered more important than price factors.
- (e) **Price proposals** will be evaluated by the Contracting Officer using the factors described in Section M.4.
- (f) The government will make an award based on the offeror's hard copy proposal rather than the electronic version.

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) **Competitive Range:** If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.
- (b) **Award:** In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation. This procurement also utilizes the tradeoff process set forth in FAR 15.101-1. If the contracting officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the contracting officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the

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contracting officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

M.3 TECHNICAL EVALUATION FACTORS

(a) The factors below reflect the requirements of this particular solicitation. Offerors must note that these factors: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors must address in their proposals.

(b) Each technical proposal will be evaluated and scored by the Technical Evaluation Committee qualitatively in accordance with the evaluation factors set forth in this section.

(c) Offerors will be evaluated on the basis of the following technical evaluation factors and subfactors with the following weights (total of 100 points):

Factor I: Technical Approach and Capabilities (45 points)

1. Basic Technical Approach Sub-Factor (10 points)

The offeror will be evaluated based on its understanding of and approach to the technical substance and management needs in the areas covered by this RFP.

2. Corporate Capabilities and Experience Sub-Factor (30 points)

The offeror will be evaluated based on its demonstration of existing capabilities and actual experience in providing services similar to those required under Section C.3 a – d.

3. Additional Particular Capabilities Sub-Factor (5 points)

The offeror will be evaluated based on its description of any particular capabilities that it proposes to include at no additional cost, in terms of technical support, database management or other related administrative support.

Factor II: Management and Staffing (30 points)

1. Contract Management Plan Sub-Factor (10 points)

The offeror will be evaluated based on the soundness of its overall plan for managing the contract including not only cost control but also its overall staffing, the facilities it will use, and description of how the work will be managed.

2. Quality and Credentials of the Proposed Key Personnel Sub-Factor (20 points)

Professional capability and appropriate academic credentials specified in Section C will be considered. Information provided will also be verified via reference checks.

Factor III: Past Performance (25 points)

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources

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identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.6, Factor III of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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

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

(d) The contractor performance information determined to be relevant will be evaluated in accordance with the sub-factors below:

1. Technical Past Performance Sub-Factor (15 points)

Evaluation under this sub-factor will be based on the following considerations:

- Quality of product or service, including consistency in meeting goals and targets;
- Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks;
- Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements;
- Customer satisfaction with performance, including end user or beneficiary wherever possible; and
- Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

2. Cost Control Past Performance Sub-Factor (5 points)

Evaluation under this sub-factor will focus on cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost advisors are adequate, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.

3. Past Performance Using Small Business Concerns Sub-Factor (5 points)

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

(e) In cases where 1. an offeror lacks relevant performance history, 2. information on performance is not available, or 3. an offeror is a member of a class of offerors where there is

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

**For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. If this subfactor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime offeror's technical proposal will have a maximum of 90 possible points. If it was assigned a score of 80 points out of the 90 maximum points, its technical score for evaluation against the other offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best-value decision made under this solicitation.*

M.4 PRICE/COST EVALUATION

Proposed costs shall be evaluated for cost realism, completeness, reasonableness, allowability, allocability, competitiveness of ceilings for indirect rates and the competitiveness of the fee proposed. This analysis is intended to determine the degree to which the costs included in the cost/price proposal are fair and reasonable. The results of the cost/price evaluation will be used as part of the Agency's tradeoff analysis.

M.5 EVALUATION OF OPTIONS (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS

(a) USAID is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in subcontracting with USAID primes contractors. Accordingly every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater use of all the categories of small business concerns will be determined to be the best value and will be selected for award.

To reinforce its commitment, USAID has established a subcontracting goal for small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses of 40% of the total value being subcontracted for each contract and subsequent modifications. Contractors that are unable to meet the established goal due to practical considerations must provide the rationale for the proposed level of subcontracting.

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- (1) All large companies shall submit a subcontracting plan with their response.
- (2) In addition to the technical and management evaluation factors, all quotes/proposals from large businesses shall be evaluated in terms of subcontracting opportunities provided to small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses. The evaluation will consider the following:
 - (a) The total value of the proposed small business, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses subcontracting effort as it relates to the total value of the prospective contract.
 - (b) Specific goals established for:
 - (i) Small Business – 40%
 - (ii) Service-Disabled Veteran-Owned Small Business – 3%
 - (iii) HUBZone Small Business – 3%
 - (iv) Small Disadvantaged Business – 5%
 - (v) Women-Owned Small Business – 5%
- (3) Specific commitments to small business concerns evidenced by the proposal.
- (4) Substantive nature of the subcontracted work as required by the solicitation.
- (5) Verifiable posting of subcontracting opportunities on Sub-Net (Subcontracting Opportunities) <http://www.fedbizopps.gov/>

END OF SECTION M

ATTACHMENT J.1 USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name			
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position Under Contract			
		6. Proposed Salary		7. Duration of Assignment			
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment							
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)			
NAME AND LOCATION OF INSTITUTE		MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	
						Proficiency Reading	
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.							
POSITION TITLE		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
				From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)							
SERVICES PERFORMED		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
				From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.							
Signature of Employee					Date		
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)							
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.							
Signature of Contractor's Representative					Date		

ATTACHMENT J.2 - SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE

SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS,
HUBZONE SMALL BUSINESS CONCERNS,
SMALL DISADVANTAGED BUSINESS,
and WOMEN-OWNED SMALL BUSINESS

MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

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

ATTACHMENT J.2

1. Type of Plan (Check One)

- ____ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- ____ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).
- ____ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

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

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

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

(*Expressed as a percentage of "A")

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

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

(check all that apply)

ATTACHMENT J.2

Subcontracted Supplies/Services - LB SB VOSB SDVOSB HUBZone SDB WOSB

(Attach additional sheets if necessary.)

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

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

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

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

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

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

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

(10) Assurances that the offeror will--

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

ATTACMENT J.2

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

ADDRESS:

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

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

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

ATTACHMENT J.3 – FREIGHT DELIVERY REQUEST FORM

TO: RRBITC Loading Dock Manager
Federal Protective Service
FROM: CUSTOMS: EPA: GSA: TCMA: USAID: WW Center OTHER: _____
------(Circle One) -----
RFP #:
OFFEROR: _____

FREIGHT DELIVERY COMPANY INFORMATION

Name of Freight Company making delivery	Phone #	Date of arrival
Freight Co. Contact Person	Fax #	Estimated Time of arrival

Driver's Name	Driver's Lic # & State	Date of Birth
Alternate Driver	Driver's Lic # & State	Date of Birth

Vehicle Description (i.e., tractor trailer, etc)	Type	Make	Tag #
	Length	Model	State

Description of material being delivered

AGENCY/ TENANT REQUESTING DELIVERY

Agency/ Tenant Contact Person USAID, Agreement Specialist	Phone # (202) 712-0743
	Fax # (202) 216-3132

Signature

Deliveries to the B-2 loading dock require 72 hours notice.

All deliveries are subject to an off-site security inspection by the Federal Protective Service

B-2 Loading Dock Ph. # (202) 789-4388 Fax # (202) 789-5342
THIS DOCUMENT CONTAINS INFORMATION COVERED BY THE PRIVACY ACT