

**TITLE:** Agriculture Reconstruction and Development for Iraq (ARDI)

You are invited to submit a proposal/bid in accordance with the requirements of the following Solicitation:  Request for Proposal,  Invitation for Bid. Proposals/Bids must be received by the Government no later than the local time on the Due Date stated in the table below. Potential offerors/bidders are asked to complete and submit a proposal/bid intent form

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

**ALL AMENDMENTS TO THIS SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT** [Agency DSI Homepage](#)

**IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES/ AMENDMENTS TO THE SOLICITATION.**

Solicitation Number:	M/OP/REG/ALPS-031110
Issue Date:	June 3, 2003
Due Date:	June 27, 2003
Time:	10:00 am
Program Office:	USAID/Iraq
Contracting Officer:	Charles Mosby
Contact Point:	Charles Mosby
Phone:	No phone inquiries accepted.
Fax:	No faxed inquiries accepted.
E-Mail:	cmosby@usaid.gov
Set Aside:	none.

### **PERTINENT TECHNICAL SECTIONS OF SOLICITATION**

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms, conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in WordProcessing and Adobe PDF format):

Statement of Work

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 36
2. CONTRACT NUMBER		3. SOLICITATION NUMBER M/OP/REG/ALPS-031110		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED June 3, 2003
7. ISSUED BY US Agency for International Development/IRAQ Contracts Office Box 40 APO AP 490		8. ADDRESS OFFER TO (If other than Item 7) US Agency for International Development Bureau for Asia and the Near East RRB, Suite 4.10 1300 Pennsylvania Ave., N.W. Washington, D.C. 20523		6. REQUISITION/PURCHASE NUMBER 267-0003-3-03012		

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 10:00 am local time June 27, 2003  
See Section L for complete instructions. (Hour) (Date)

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

<b>10. FOR INFORMATION CALL:</b>	A. NAME Charles Mosby	B. TELEPHONE (NO COLLECT CALLS) No phone inquiries accepted.	C. E-MAIL ADDRESS cmosby@usaid.gov
	AREA CODE	NUMBER	EXT.

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	38-50
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5-19	X	J	LIST OF ATTACHMENTS	51
X	D	PACKAGING AND MARKING	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	21	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	52-64
X	F	DELIVERIES OR PERFORMANCE	22-26				
X	G	CONTRACT ADMINISTRATION DATA	27-32	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	65-72
X	H	SPECIAL CONTRACT REQUIREMENTS	33-37	X	M	EVALUATION FACTORS FOR AWARD	73-77

### OFFER (Must be fully completed by offeror)

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

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

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

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

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY Accounts Payable USAID/Financial Management Cairo, Egypt Unit 64902 APO AE 09839 4902	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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

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

The purpose of this contract is to expand agriculture productivity, rehabilitate key agroecosystems, and restore the capacity of rural agroenterprise to produce, process, and market agricultural goods and services.

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) level of effort contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$37,000,000.00. The fixed fee, if any, is \$3,000,000.00. The estimated cost plus fixed fee, if any, is \$40,000,000.00.

(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 \$2,000,000.00. The Contractor shall not exceed the aforesaid obligated amount.

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

**B.4 PRICE SCHEDULE**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>COST</u>
001	Revitalization of Agricultural Production	
002	Agroenterprise and Market Development	
003	Rural Financial Services	
004	Improved Soil and Water Management	
005	Program Management	
006	Grant Management	
007	Fee	
	Total	\$ _____

**B.5 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.

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

### C.1 STATEMENT OF WORK

The objective of this contract is to expand agriculture productivity, rehabilitate key agroecosystems, and restore the capacity of rural agroenterprise to produce, process, and market agricultural goods and services. The implementation of this program will only take place in permissive areas and only after USAID instructs the contractor to proceed (see special provision).

### C.2 BACKGROUND

Agriculture in Iraq is in crisis, borne from decades of neglect and poor planning. Both agricultural production and market-oriented activities have been devastated by decades of conflict, repressive government policies, international sanctions and insecurity. As a consequence of the combined impact of war, drought and repression, Iraq's agricultural productivity and competitiveness have declined rapidly over the years. Market activities were severely curtailed, due to high levels of risk, exorbitant transaction costs, and UN sanctions. The Iraqi government failed to support agriculture and Iraqi farmers and processors were cut off from markets, new technology, and investment. Incentives for the adoption of new agricultural technology disappeared, and technology transfer was hampered by the breakdown of research and extension systems. Investment in and maintenance of physical and commercial infrastructure also fell, as did development of the sector's human capital base. Irrigated land area declined to 30 percent of the area covered in the 1970's, principally due to inefficient or broken irrigation infrastructure. The impact of all these factors on the already precarious state of the rural poor drove many to the protection of urban areas and, presently, more than 60% of Iraq's citizens are totally dependent on food aid.

The total cultivated area of Iraq's agriculture is approximately 5.0 million hectares (ha). 2.76 million ha are planted to wheat, barley, rice and corn, 0.5 million ha to vegetables, and 1.5 million ha in fruits. Although the USDA/PECAD 2002-03 and 2003-04 cereal crop forecast indicates that cereal production will be close to five-year averages (1 million metric tons (MT) for wheat; 0.8 million MT for barley), crop yields in Iraq have declined since 1990. Crop production could increase if agricultural inputs were widely available, irrigation infrastructure was rehabilitated and saline-impacted soils were reclaimed. For example, FAO (1997) reported that 300,000 hectares (ha) of irrigated land at Al Kut were not planted due to soil salinization and lack of agricultural inputs.

The main reasons for decreasing agricultural output and economic value are:

- inefficient irrigation infrastructure and lack of water conservation and working water management systems and structures for rainfed and irrigated land
- lack of access to affordable high quality agricultural inputs (seed, fertilizer, chemicals, spare parts, etc.)
- lack of new technologies and demonstration of "best practices" sufficient to increase productivity and market competitiveness
- lack of rural financial services and loan products for producers, processors and supporting rural enterprises in the marketing chain

- poor land preparation and decreasing soil fertility due to lack of land management and poor or perverse conservation management methods (e.g., draining swamps)
- increasing pest and diseases affecting crops, livestock and poultry
- increasing soil salinity
- lack of crop diversification and appropriate farm management
- serious decline in livestock numbers, health and output of livestock and livestock, poultry and dairy products due to poor animal health systems, feed and management practices. Foot and mouth, CPC and other livestock and poultry epidemics are serious.

Generally, the agricultural sector's contribution to the national economy is low (about 6%) despite the fact that approximately 50% of the economically active population is engaged in agriculture. This reflects the sector's low productivity and the poor integration of rural people in the rest of the economy. All regions of Iraq are dependent on food imports. Modest expansion in cereal production is the result of area expansion and increased yields but the food gap continues to grow.

Apart from past policies that have led to severe environmental degradation while doing little to help the rural poor, the agricultural and rural sectors of Iraq are faced with severe natural resource and institutional constraints. The natural resource constraints include a fragile land base and declining soil fertility, limited water resources and frequent climatic shocks (drought and floods). The institutional constraints include unequal land distribution and insecurity of land tenure, poor and unsustainable management of common-pool resources, low public-sector investment in physical and social infrastructure in the rural areas, gender imbalances and few civil-society organizations.

Iraq's rural economy is still stuck in a state of transition from one that was heavily controlled by the state to being largely influenced by market forces. The involvement of the state in the agricultural sector involved a maze of price support measures, consumer food subsidies, and production quotas and trade barriers. While farmers often received input subsidies (for credit, seed, fertilizer and fuel), they were also obliged to sell their output to state monopolies at fixed prices. Like elsewhere in the world, the system of subsidies and market controls distorted the allocation of resources and led to inefficiency and stagnation of the agricultural economy. Now, this requires for a new focus on agricultural support services provided mainly by the private sector, with an important role for the government as facilitator and provider of the enabling environment. The role of government, civil society (including non-governmental organizations (NGOs)), and donor agencies will be crucial in helping the rural poor move to a market-led economic transformation.

Rural poverty in Iraq is driven by a combination of macro- and household-level factors. At the macro level, the limited availability of good arable land and of water, and the impact of drought and floods, continue to have a major impact on the livelihoods of the rural population. Also, the central-planning model in use today has left a legacy of misallocated resources, inefficient use of existing actors of production and disincentives to invest in the agricultural sector, all of which have contributed to poor productivity and performance of the sector. The rural population, especially women, has very little political influence, is poorly organized and is often not reached by social safety nets and poverty programs. At the household level, the number of dependents and the health and educational status of household members are major determinants of poverty levels. As a result the rural population is less productive, has a low-skills base and is unprepared to face the challenges of the new millennium, including free market enterprise and globalization.

ARDI will define the rural poor in terms of their livelihood systems and/or shared characteristics, such as ethnic group or gender. The major rural poor groups found in Iraq in terms of their production systems

are small-scale farmers, nomads and pastoralists, agricultural input dealers, primary commodity processors and wage laborers.

Major constraints of the rural poor include:

1. *Water*: Water is the single most binding constraint on the rural poor in Iraq, characterized by low, variable rainfall and frequent drought. The availability of water for irrigation is limited. Therefore, agriculture must produce more crops and livestock with less water. Pressure from competing industrial and domestic users is growing steadily, and access to drinking water in rural areas is a serious problem.
2. *Land*. The size and quality of the land available to farmers and pastoralists has a direct bearing on their production levels. Growing population, fragmented parcels and traditional/religious inheritance rights have led to small landholding sizes. The quality of land is poor as a result of soil degradation, diminishing fertility, over-use, and wind and water erosion. Encroaching urban and rural communities have adversely affected poor pastoralists, whose livelihood depends on rangeland and common property water resources, and by previous government policies that encouraged cereal production, over-grazing and mechanization with unsuitable land preparation implements. Furthermore, rigid rangeland tenure policies and poor social organizations have made it impossible to develop effective common-property management programs that encourage beneficiaries to use and maintain the rangeland in a more sustainable manner.
3. *Technology*. The rural poor are constrained by disproportionately low investments in rainfed technology in relation to the number of households that depend on it. These constraints are reflected in the lack of best practices of improved, drought- or salt-tolerant crop varieties, limited application of water-saving technologies, few investments in research and scarce attention to improved management techniques.
4. *Infrastructure*. Poor rural people have very little access to physical infrastructure to roads, safe water, reliable irrigation systems, market structures and training centers. As a result, and especially in remote, northern mountainous areas, the rural poor are often economically, physically, intellectually and socially isolated from markets and the rest of the nation.
5. *Financial services*. Presently, financial services are dominated by public-sector institutions, especially for agricultural finance and other rural-based economic enterprise activities. In the past, the government tended to use state financial institutions in the rural areas to implement national development and planning programs, allocate subsidies and provide inputs on credit. These institutions' lending policies tended favor larger farmers and entrepreneurs with physical or financial collateral, thus excluding the rural poor. Low-income rural households have few alternative formal sources of finance, and informal financial institutions or community-level savings and credit groups are very rare in Iraq.
6. *Political involvement*. Political instability, poor governance, and urban bias in economic and social policies have characterized Iraq. These factors increase the vulnerability of the rural poor. War, UN sanctions and civil conflict have created a new category of poor people due to loss of physical or human assets (land, farms, houses, productive family members, etc.) or unemployment.

Iraq can and will restore and expand economic activity when security after the war is established—rural citizens will want to work. Rural communities in the Iraq have had a vibrant, diversified economy, more or less divided into thirds: agriculture production and processing; small-scale manufacturing and industry; and, trading services. Although growth in agriculture has been arrested for the past ten years, farmers and agribusiness enterprises in the Iraq have the reputation as excellent, farmers and traders. Most rural market hubs (e.g., Al Basrah, Mosul) and surrounding areas possess energy resources, transportation, water resources and a semi-skilled labor market. Contracts and basic business procedures are practiced and honored generally.

Rural enterprise is constrained in Iraq. After the conflict ends rural enterprises will possess limited capacity, infrastructure and capital to carry out business activities in rural and urban centers that support agriculture. Without immediate access to technical assistance and financial services, rural enterprises will not be able to access domestic and regional markets. High unemployment or underemployment will surely ensue after the conflict ceases. Although access may not include the entire country (e.g., Baghdad), there will be areas suited for agriculture (the north and southeast) that may be relatively secure and possess a sizable population of entrepreneurs who need assistance at earliest opportunity.

However, farmers and agribusinesses in Iraq do not possess sufficient skills and technologies to compete successfully in today's domestic, regional and international markets because they have been isolated for the past ten years. Information and communications skills and technologies, organizational management; marketing and financial management skills are not satisfactory to develop new products and services to make them competitive in the region. Also, most agribusinesses do not now have sufficient capital to procure inventory, procure small-scale equipment, hire and train staff and access markets. Attention to lack of capital for rural agribusinesses must go together with support for business development services.

Recovery for the agricultural economy in Iraq should focus on increasing agricultural productivity and the efficiency of small and medium rural enterprises that do or did exist. The agricultural labor force may include as many as 500,000 farmers and 250,000 small and medium agribusinesses that procure and sell agricultural inputs, process commodities and trade in commodities and products. However, this will increase rapidly possibly to one million as returning veterans and refugees return to farms and to find work in their rural communities.

Iraq needs to construct a modern agricultural economy that capitalizes on the opportunities offered by the globalization of agricultural markets and new technology developments. With sustainability in mind, Iraq must not merely build back the agriculture of the past, but develop a dynamic, growth-oriented, market-driven agricultural sector capable of meeting food requirements, as well as providing broad based employment and income opportunities.

### **C.3 PURPOSE**

The purpose of the Agriculture Reconstruction and Development Program for Iraq (ARDI) contract is to expand agricultural productivity; rehabilitate the resource base; and restore the capacity of small and medium agro-enterprises to produce, process, and market agricultural goods and services. To achieve these goals, the contractor shall oversee the identification and effective, efficient implementation of performance-based program activities, leading a large, well-coordinated consortium of internationally acclaimed institutions with substantial experience and extensive international ties (which the Contractor shall assemble). These institutions may include: (1) commercial firms and small businesses; (2) international agricultural research centers (e.g., ICARDA, IWMI), organizations (FAO), and universities; and (3) PVOs and NGOs.

Identification of program interventions will be initially carried out through a series of rapid assessments and appraisals that identify constraints and opportunities in the market chain (farm production to consumer). ARDI activities may be implemented under a "job order" process, where the Contractor will be authorized to competitively procure goods and services under sub-contracts. Activities may also be supported under grants. In addition, the ARDI principal contractor will provide assistance to the USAID mission related to planning, managing, and reporting on agriculture activities being carried out by other USAID awardees (particularly the



infrastructure contractor with respect to rehabilitation of irrigation systems and other related efforts).

#### **C.4 SCOPE OF WORK**

The activities to be carried out under this contract will contribute to the reemergence and modernization of the agriculture system in a post-conflict Iraq. During Phase I (first 3 months) of program implementation, the Contractor will emphasize quick impact activities that stimulate agricultural production and contribute to food security. Through rapid rural appraisals, the Contractor shall identify emergency needs and, working directly or through its partners, supply critical agriculture inputs, including seeds, fertilizer, and irrigation equipment for the Fall 2003 planting season. Over the medium term (Phase II: months 4 through 12), the contractor shall provide a wide range of technical assistance, financial services, training, and equipment to improve management of soil and water resources, reinvigorate local markets, stimulate agroenterprise development, and increase agriculture trade and investment.

The Agriculture Reconstruction and Development Program for Iraq (ARDI) consists of four main components:

- Revitalization of agricultural production (C.4.1)
- Income and employment generation through agro-enterprise and market development (C.4.2)
- Rural Financial Services (C.4.3)
- Reclamation and improved management of soil and water resources (C.4.4).

##### **C.4.1 Revitalization of agricultural production**

###### **Urgent agriculture rehabilitation and enhanced food security**

During Phase I (first 3 months) of ARDI implementation, the Contractor shall identify and increase farmers' access to key agricultural inputs, including new varieties, fertilizers, crop management and protection practices to support the Fall 2003 planting season. The contractor may also award sub-contracts/sub-grants to implementing partners to supply key agricultural inputs and/or rehabilitate essential productive infrastructure (such as community irrigation systems, water catchment structures, market infrastructure and farm-to-market roads not being addressed through the infrastructure reconstruction contract) and to address serious livestock and poultry disease epidemics. All Phase I programs will require the implementing partners of these sub-contracts or sub-grants to provide quick assessments and plans to organize, distribute, and monitor all agricultural inputs and carry out technical assistance activities and training. Implementing partners must conduct their assessments and development programs during Phase I in full cooperation with donors and others who are conducting parallel activities.

###### **Sustainable production (Phases I and II)**

ARDI will focus primarily on addressing constraints imposed by a lack of knowledge and experience with modern agricultural technologies to increase agricultural output and productivity. For many farmers the necessary technologies, market information, credit and skills are not available to support this transition. Reducing these constraints, and establishing a successful and competitive transition to internationally

competitive agriculture, will contribute to food security and provide much needed rural and urban employment and income and economic multiplier effects.

The Contractor will analyze and describe how existing and new agricultural commodity or agricultural value-added product lines can sustainably increase food, feed or fiber output and productivity that ultimately results in higher rural family income and higher levels of rural employment. The profitability of food commodities or value-added agricultural products might be increased with new production techniques, post-harvesting processes, marketing strategies, private sector partnerships, etc. Innovations that increase labor, land and water productivity are critical to increase the volume and value of marketed commodities, inputs and value-added agricultural products. New product lines that attract investment, upgrade management skills and introduce more productive and environmentally appropriate technologies are also needed. Creative financial intermediation alternatives that address decades of rural decapitalization are important in the introduction of new product lines as is development of small farmer-commercial firm business models that limit risks and reduce financial and transactions costs. Expanding modern farm input use, such as improved seed and planting materials, animal vaccines, agricultural chemicals, and processing equipment, is important for both new and existing product lines. Providing service through private sector channels is equally important.

Market opportunities must drive the introduction of new production and processing technologies. Market assessments, commodity chain analysis, environmental impact assessments, land use planning, production budgets, technology availability, and farmer skill inventories are essential in ensuring that farm output is produced and sold profitably. Once a new technology or product line is identified, cost-effective and sustainable technology dissemination or packaging will be needed. Outgrower schemes, farmer training centers, farmer to farmer extension, ICT based distance learning systems, radio transmissions, and market-oriented NGOs can all help in technology dissemination.

Specific elements of this component are presented below.

### 1. Input Market Systems

The contractor shall support the development of competitive and efficient land, labor, water, finance, energy, and other production input marketing systems. Activities shall be based on consideration of the following, and related, issues:

- Policy and institution effect on productivity and resource stewardship of land, forest, water and other asset tenure.
- Labor cost and productivity in different markets and countries; skills, technologies and information required to enhance producer and enterprise competitiveness;
- Water productivity effects of cropping options, water user fee strategies, and environmentally sustainable water management schemes;
- Enterprise profitability and environmental sustainability implications of agricultural input (e.g. seeds, planting materials, fertilizers, pesticides, livestock and poultry production inputs, forest production inputs) use patterns;

- Innovative technology dissemination approaches for agribusinesses, outgrower schemes, farmer-to-farmer extension systems, producer organizations, NGOs, and other agencies; and
- Cost-effective seed and plant stock multiplication and market based distribution mechanisms.

## 2. Production Systems

The contractor shall develop and disseminate market-driven, productivity enhancing technologies and systems that generate improved farm and labor returns, competitiveness and sustainability. Activities shall be based on consideration of the following, and related, issues:

- The influence of consumer preferences, market trends, production practices, farm budgets, etc., on the competitiveness of traditional cereal, specialized fruits and vegetables, agroforestry, forestry, livestock, and poultry producers;
- Technology packages to promote profitable, market-driven production of fruits, vegetables, livestock, and agroforestry and forestry products;
- Appropriate technology packages for non-competitive cereal producers with limited agronomic potential or market access to promote enterprise adjustment and food security;
- Technical assistance and training to increase effectiveness in assessments and management practices of soil, water, forestry, agroforestry, integrated pest management, and watersheds; and
- Information technology systems to increase farm productivity.

### **C.4.2 Agroenterprise and Market Development**

#### Phase I (first 3 months)

To reactivate the rural economy, the Contractor shall begin targeted technical assistance, technologies, and financial services for micro, small and medium-scale enterprises involved in production, processing, and marketing activities as soon as possible. Assessments for Phase I activities shall be completed, and the activities themselves begun, within 30 days of mobilization.

To ensure effective ongoing targeting of USAID resources, the contractor will undertake assessments, during Phase I, of the constraints and opportunities in the market chain (farm production to consumer) of specific crop sub-sectors that will drive the development and implementation of program interventions. Interventions will be appropriately designed, focused, and integrated with other complementary measures to have a positive and rapid impact on expanding the volumes and values of production and marketed inputs and outputs through sustainable private sector mechanisms. Technical services and start-up financing will be provided to small and medium enterprises in economic sectors that possess a comparative advantage to increase rural employment and access profitable markets.

#### Phase II (4-12 months)

1. Business development services. The Contractor shall provide business development services to cooperating agribusinesses that buy from or sell to small and medium size farmers. Business development services will include market research, product identification, business planning, investment

sourcing, marketing strategy development, etc., to create incentives for rural families to improve their productivity and competitiveness by planting new crops, using new farming techniques, changing their marketing approach, or other innovations. Concurrently, agribusinesses and natural resource enterprises should benefit from the business development services through increased competitiveness, profitability, and domestic and international market share. By month 12, rural family incomes will be sustainably increased by adoption of small farmer-agribusiness business models.

Global agricultural and natural resource markets have changed considerably over the last decade. Iraqi farmers presumably are unaware of these changes. In addition, Iraqi market intelligence and information systems are unable to educate rural families on consumer preferences, quality standards and prices in domestic or export markets. Agribusinesses and natural resource-based enterprises presumably also suffer from information and intelligence deficiencies, but will be better placed and motivated to seek out useful market intelligence. This makes commercial firms attractive targets for Contractor assistance in obtaining international market intelligence and information and transmitting that information to suppliers and on to farmers.

Initially, USAID expects business development services (BDS) will be provided to approximately 2,000 small and medium enterprises (SMEs) and approximately 750 micro, small and medium loans will be provided to rural enterprises in permissive areas where rural markets can and do operate. Therefore, the Contractor will need to determine quickly through assessments which types of rural SMEs, agricultural markets and rural financial markets are viable potentially and are in need of technical assistance grants. SME sectors and agricultural production systems and markets should be selected if they can contribute significantly to increase rural employment and rural household income. The Contractor shall determine a notional magnitude of general BDS skills that all SMEs and agribusinesses need. Then, the Contractor shall determine special skills or knowledge required for each competitive cluster of SME types. The BDS, agricultural and small-scale irrigation assessments, should correlate to the ARDI lending program (see below).

2. Market organization and development. To enhance market access, Iraqi producers and enterprises need technologies that reduce environmental contamination and satisfy domestic and international food safety and quality requirements. Government adoption of appropriate sanitary and phytosanitary standards (SPS) and firm recognition of the importance of SPS compliance is essential. As failure to meet market standards will limit farmer and firm market access, the improvement of market system standards compliance is a determinant variable in sustainable rural prosperity.

Market organization (intelligence, information, and standards requirements) that provides rural families with the incentives and technologies to improve productivity and competitiveness determines whether rural prosperity can be achieved. Mutually beneficial producer and agribusiness partnerships are essential to improve market organization and integration into domestic and international markets. Such partnerships reduce transaction costs and risks, attract investment, disseminate technology, increase market access, and grow farm incomes and agribusiness profitability. The success of small farmer-agribusiness business partnerships must address their small scale, problems in contract enforcement (e.g., side selling and credit non-payment), producer organization and management, operating liquidity, and producer and business if partnerships are to be the base for permanent rural prosperity.

### 3. Post-Harvest Storage and Processing

The Contractor shall work with appropriate Iraqis and other entities to develop an appropriate science-based set of food quality and food safety standards that support competitive agricultural commodity and value-added markets. For example, the contractor shall introduce technologies that respond to domestic and internationally accepted food safety and food quality requirements; enhance small farmer,

agribusiness and natural resource enterprise market access; and avoid environmental degradation in Iraq. This could include sanitary/phytosanitary regulations or grades and standards for agricultural sub-sectors. Activities shall be based on consideration of the following, and related, issues:

- Investment planning, process technologies, and enterprise training programs that help firms comply with food safety standards and consumer preferences, decrease post-harvest losses and increase market share;
- Achieving food, animal, and plant regulatory and product safety and quality standards; and
- Resolving or mitigating negative environmental impacts of crops, livestock and fishery production that would limit agribusiness and farmer market access over time.

#### 4. Product Market Systems

The contractor shall develop and introduce market organization innovations that: attract investment; increase rural family, agribusiness, natural resource enterprise profitability and competitiveness; and conserve environmental quality. Activities may include, but are not limited to, the following:

- Assessments to determine the competitiveness of existing fresh and processed product marketing systems and recommend how costs can be reduced, profitability increased, and competitiveness improved to the benefit of small farmer suppliers and processors. Special attention should be paid to the potential for expanding supermarket trade for value-added products;
- Technologies and information to stimulate creation of : (a) market information and intelligence services; and (b) market service provision structures such as agribusiness incubators and NGOs. This may involve making use of USAID's Global Technology Network or related programs.
- Guidance regarding trade-related infrastructure needs (i.e. energy, informatics, telecommunications, ports, and roads).

#### 5. Producer Organization and Enterprise Development

The contractor shall develop and introduce market driven farmer and agribusiness enterprise business schemes that increase and maintain farmer and enterprise market share and provide increased incomes to large numbers of rural families to achieve ARDI's expected results. Activities may include, but are not limited to, the following:

- Develop democratically managed, financially viable producers organizations so that small farmers enter into and maintain profitable, mutually beneficial business relations with agribusinesses.
- Provide training on: group decision making; simple cost benefit analysis (focus on choosing the most profitable farm enterprise mix); farmer to farmer extension; entering into and respecting contracts; group credit management; input and output inventory management (group output sales and input buying), and advocacy (for right policies or regulations);

- Develop producer organization capacity to manage natural resources profitably and sustainably.
- Train rural families in community natural resource management plans development, sustainable natural resource production and marketing plans, environmentally sustainable investment plans, market research and natural resource governance advocacy.
- Develop market responsive, local-level institutional development strategies and support arrangements (e.g., NGOs, trade and commodity groups, incubators, contract farming, business development strategies) that facilitate productive and profitable linkages.
- Provide basic business development and management training to agribusinesses and natural resource enterprises that buy from or sell to rural families.
- Develop appropriate farm and business plans, profit/loss statements, and business management tools that provide performance and management information;
- Explore opportunities for mutually beneficial partnership between U.S. trade associations and developing country commodity groups to: a) share institutional development experiences; b) promote advocacy by developing country farmer or business associations; and, c) facilitate market and business investment ties;
- Develop promotion materials demonstrating national and international investment opportunities (e.g., labeling and brands) with country producer and processor groups, agribusinesses and natural resource enterprises; and
- Support natural resource-based employment, income generation and enterprise development (i.e., community-based tourism, wildlife management, natural products, environmental goods and services).

#### **C.4.3 Rural Financial Services (Phases I and II)**

Reliable data does not exist on the agricultural enterprise sector that would help to estimate the extent of operational and fixed asset financing requirements. The operational and asset financing needs of non-trading agricultural enterprises – production or processing enterprises - have no basis at this point on which to be accurately determined. However, since investment levels throughout the sector have been depressed over the past two decades, and there is a dearth of financing institutions and capital in the country at this time, one should reasonably assume that financing requirements and demand for financing are relatively huge.

The immediate challenge for the ARDI program is to define effective and sustainable financing operations that would meet needs of farmer, input dealer, market agent, and agro-processor clients of the program. Operations supported by ARDI would become integral parts of the country's future financial system.

The approach taken by the selected prime contractor under ARDI will be to immediately (upon program start-up) initiate an assessment of program client financing requirements, in conjunction with the assessment of crop sub-sector clusters that will be initiated in several program regions. The assessment will provide the demand parameters, investigate the formal and informal sources of financing, outline the socio-cultural, geographical, legal, and administrative circumstances that would potentially effect lending programs, and define specific regulatory requirements as necessary to support a quick start. The assessment will then be used to solicit competitive proposals for lending operations from financial institutions, including MFI's.

Proposals would be evaluated on the quality of analysis and understanding of client demand; proposed management plans; implementation plans, outreach and projected impact of lending operations; cost effectiveness; cost recovery, repayment, and sustainability plans; and governance structure and systems. Competitive proposals would contain aggressive programs for expanding financial service delivery, while maintaining necessary prudent operational standards and procedures. For acceptable proposals, USAID would provide funding for (a) capitalization and start-up costs, (b) loan funds, and (c) technical and training assistance to administer and sustain the financial services operation. The operation would have to meet the regulatory requirements of the Central Bank of Iraq or other central bank facility once it is reestablished. Other donor and or private sector funding would enhance proposals.

Concerns over the administrative costs of lending to small farm producers initially rules out a small farmer credit program, but that might be reconsidered, subject to the findings of assessments and strength of proposals for farmer lending. Critical needs are for input importers, wholesalers, and retailers, and agro-processing operations, which could extend credit to smallholders as part of viable business and financial plans. Proposals for different regional operations would be considered. For the intermediate term this could involve village banking services for savings mobilization and lending programs for all types of rural enterprises, which traditionally have significant participation by women or other vulnerable populations.

USAID recommends that financial services proposed generally follow these guidelines: 1) loans and services should be provided on a non-concessionary basis and should be processed and approved on their economic and business merits, 2) loan programs should mitigate foreign-exchange risk, 3) the financial services facility should not control or own any portion of any enterprise to which it lends, 4) the financial services facility should diversify its investments by sector, size, term, gender and risk, 5) priority should be given to sufficient training and technical assistance to establish and operate any financial services facility, and 6) the USAID Mission should retain general loan approval authority to assure that financial policies subscribe to ARDI's goals, objectives and expected results. Further, given the current lack of a viable, commercial national banking system and fiduciary requirements, USAID recommends that the financial institution builds an internal control and audit function into its operations. Implementation of rural finance interventions should commence no later than 90 days after the ARDI program begins.

#### **C.4.4. Reclamation and improved management of soil and water resources (Phases I and II)**

Poor and inefficient use of irrigation water has resulted in salinization, nutrient depletion, and water logging in an estimated 64% of the arable lands in Iraq. Furthermore, 20-30% of the irrigated land has been abandoned due to soil salinization. Desertification has affected wide areas of rangeland in Iraq constraining livestock and small animal productivity. Highlands in the northeast are heavily deforested and overgrazed resulting in soil erosion and increasing sedimentation. Reclaiming saline soils and promoting improved rangeland and forest management practices will provide for increased income and employment opportunities for rural communities.

The Contractor, working directly or through its partners (e.g., FAO, and international research centers (IWMI, ICARDA)), shall introduce and demonstrate appropriate conservation and resource management technologies to promote sustainable land use, improve on farm water management and mitigate harmful impacts to public health due to unregulated contamination and effluents.

**Irrigation system rehabilitation.** The irrigation systems in Iraq have been damaged due to poor management and lack of maintenance. The productivity of irrigated lands can be enhanced when irrigation and drainage systems are rehabilitated, best practices for water management are introduced, and operation and maintenance of irrigation networks is improved.

The Contractor shall undertake quick assessment of the status of irrigation and water systems in permissive areas of Iraq, and identify priority areas for repair and rehabilitation. Based on this assessment, the Contractor will advise the USAID infrastructure reconstruction contractor and USAID mission on where irrigation and drainage system repairs should be undertaken (rehabilitation and repairs of irrigation and drainage canals and flow control structures will be carried out and funded under the Iraq reconstruction contract).

While Iraqi farmers have a long tradition of irrigated agriculture, it may be useful to provide short-term assistance in improved methods of irrigated agricultural production. The Contractor will provide training and technical assistance to local NGOs, farmers, and water user associations about improved irrigation cultivation practices to improve irrigation efficiency, reduce drainage and resulting waterlogging and salinity problems, and increase farmer's net returns. Technology packages will be designed and disseminated to teach farmers how to select appropriate crops, integrate improved irrigation practices into the production cycle, and demonstrate these methods to other farmers.

## **C.5 SPECIFIC TASKS**

### **C.5.1 Initial Planning**

Once permissive areas are established in country, the Contractor will establish a core technical team and develop working relationships with key agriculture partners in country, including the Ministry of Agriculture, Ministry of Irrigation, USAID contractors/grantees (the Infrastructure Reconstruction Contractor, Logistics Contractor), sub-contractors/sub-grantees, the USAID Mission and Disaster Assistance Relief Team (DART), bilateral and multilateral donor agencies (e.g., AUSAID, DFID), and U.S. Department of Defense (DOD), and other key U.S. officials. In addition to infrastructure reconstruction and logistics contracts, USAID will also be supporting contractors addressing local administration and civil institutions with the objective of improving effective and participatory governance at the local level as well as supporting local administrations to oversee and prioritize assistance efforts within their own communities. The ARDI contractor should coordinate closely with these efforts as well.

### **C.5.2. Assessments of Agriculture Sector and Needs**

By the end of the first month, the contractor shall have completed initial rapid appraisals of basic agriculture inputs needed to support Fall planting. By the end of the second month, the Contractor will have completed four more comprehensive assessments: (1) assessment of major crop and livestock production, processing, and storage Systems; (2) assessment of business development services and marketing systems for agribusiness and producer associations; (3) first draft of an assessment of and business plan for financial services needed for agricultural market development; and (4) assessment of irrigation and water management systems.

### **C.5.3. ARDI implementation**

#### **Job Orders**

Acquisition of goods and services will be undertaken by the contractor, upon approval by the USAID CTO. The specification of activities in a sub-sector cluster, across clusters, or across sub-sectors, will flow from the results of the assessments. The recommendation for implementation of activities will be



made by the contractor to the USAID CTO. In its recommendations for implementation to USAID, the contractor will clearly describe: the nature of the problem; the approach to its solution; all services to be performed or supplies to be delivered; an estimate of the full cost; the potential sources of supply of the services or supplies; the period of performance; the geographic coverage; nature of deliverables, expected results and impacts; environmental impacts and mitigation measures; community or local institution contributions, coordination with partners and counterpart institutions; operational and financial sustainability requirements; and outline monitoring, reporting, and evaluation requirements. Support for activities will be authorized by the USAID CTO under job orders. Job orders will be prepared by the contractor for:

- short and long term technical assistance;
- commodity procurement;
- technical and business related training;
- activities to be carried out via competitive grants to local, regional, international NGOs, universities, and international public organizations, and micro and SME finance institutions;
- infrastructure rehabilitation;
- financial service requirements; and
- information and communications systems and products.

The contractor will be required to develop well-managed and transparent systems for subcontract and grant proposal solicitation, submission, review and selection, management, troubleshooting, results reporting and oversight. The prime contractor under the separate Infrastructure Reconstruction contract will provide major infrastructure rehabilitation services.

The balance of work between contractors and other institutions, which have experience relevant to Iraq, unique knowledge of the terrain and the society, and are familiar with the problems and the solutions of agricultural development will be established through the technical directives of the ARDI CTO. CTO's directions on the balance of the work will not frustrate the small, disadvantaged business targets established as a contract requirement. Furthermore, it is the contractor's responsibility to utilize local businesses and entrepreneurs to the maximum possible extent.

As part of its proposal, the contractor will submit plans to initiate job orders to provide emergency agriculture inputs, crop technology and management demonstrations, and seed and plant material multiplication immediately upon contract start-up. Other high-impact activities can be proposed for immediate start-up and approved as part of the initial contract award. The urgency of these activities is underscored by the need to make adequate and appropriate seed available and inputs for the 2003-2004 planting season. Other activities will be assessed and planned in the initial stages of program start-up through first-hand and secondary investigations and collaboration with partners, and implemented under a job order process.

The contractor shall develop Memoranda of Understanding between the project, the beneficiary(s), implementing partners, and interested parties, that outline the commitments of each party towards achievement of the job order objectives.

## **GRANTS ADMINISTRATION/MANAGEMENT**

Funds may be made available for the award of grants, within the scope of this contract. The contractor shall negotiate, award and administer sub-agreements. Funds for subgrantees will be provided on a pass-through basis, and profit/fee will not be applied to such funds.

*Accordingly:*

USAID will lead the establishment of the selection criteria in coordination with the contractor and in selecting the grant recipients, including, at a minimum, USAID CTO approval of the selection of grantees prior to award;

USAID will retain the ability to terminate the grant activities unilaterally in extraordinary circumstances;

Relevant requirements which apply to USAID-executed grants will also apply to grants signed by the contractor in this small grants program; the contractor shall have the responsibility to determine that applicable requirements are included in each grant; and

The contractor shall award such grants only to non-U.S., non-governmental grantees in an amount up to \$100,000 per grant.

Grant awards over \$100,000, if any, will be made by the USAID Contracts/Agreements Officer, but USAID will delegate responsibility for developing requests for applications and program descriptions; identifying implementing grantees; and grants management, monitoring, evaluation and other project management functions to the prime contractor.

## **ENVIRONMENTAL CONSIDERATIONS**

The Contractor shall prepare environmental guidelines and a checklist which will be used to help identify specific factors to be considered for job orders activities that are likely to have negative environmental effects as well as for those types of projects where the potential for negative effects is substantially lower. Included in the guidelines will be an environmental impact checklist to be completed as part of the assessment for each job order. Where the analysis indicates negative environmental effects may occur, the job order activity will be designed to avoid or mitigate those effects. The guidelines will also describe procedures for supervising activities to assure that identified mitigation measures have been addressed as planned.

### **C.6 RESULTS**

In successfully implementing the ARDI contract, the Contractor, in concert with other partners supported by USAID (NGOs, Infrastructure Reconstruction Contractor) and other assistance providers, will be responsible for achieving the following results by the end of year one<sup>1</sup>:

- Assessment of agricultural production systems, business development services, and irrigation systems completed (within eight weeks of entry into permissive areas);
- Production of wheat, barley, maize, and horticultural commodities in program assisted areas increased by at least 20% over the life of the program;
- \$50 million of increased sales in local and export markets from a minimum of three commercial crop sub-sectors: e.g., commercial production of seed; commercial fruit or vegetable production and processing; livestock, meat, dairy or poultry product cross-border trade.

---

<sup>1</sup> The above results are based on USAID's understanding of baseline production and productivity. The results may be revised by USAID, as more information becomes available.

- Average productivity for approximately 30,000 farm families increased more than 100% through the use of improved technologies and "best practices," improved infrastructure, and access to profitable markets.
- 50% average increase in net profits for approximately 1000 commercial enterprises trained under the program.
- Approximately 350 irrigation system components<sup>2</sup> that will rehabilitate, intensify, or expand the existing irrigated area by 25%;
- Agricultural production increased by 20% in project areas; reclamation of Iraqi wetlands initiated.
- Total loan portfolio value outstanding: \$5 million (\$1-2 million outstanding before 180 days).

By the beginning of a second year (should a one year option be exercised), the following additional expected results for rural financial services should be:

- Number of active clients outstanding<sup>3</sup>: 1000
- Number of cumulative loans: 500
- Total loan portfolio value outstanding: \$5 million (\$1-2 million outstanding by 180 days)
- Portfolio at risk >90 days<sup>4</sup>: 5%
- Operational viability<sup>5</sup> after one year: 40%
- Trained staff working satisfactorily in three regional financial service branch offices
- Collaboration with other USAID or donor funded micro, small and medium enterprise financial service programs to improve the quality of ARDI services or to leverage USAID technical assistance.

---

<sup>2</sup> "Irrigation system components" refer to dams, reservoirs, catchment basins, sub-surface wells, canals, and other facilities used to store and move water from its source to farmers' fields for agricultural production and processing.

<sup>3</sup> Beneficiaries will range from clients who are poor, but economically active, to growing, medium-sized enterprises. No less than 25% of the clients shall be women; no less than 25% shall be considered as poor, but economically active.

<sup>4</sup> "Portfolio at risk" is the number or value of loans that are in arrears. Since most loans will probably be for inventory and operating costs to support agricultural marketing enterprises, timely repayment will be one key performance measure. The financial service facility will use this and other standards supported by the microfinance banking industry (e.g., CGAP). Since most loans will probably be for inventory and operating costs to support agricultural marketing enterprises, repayment may be one key indicator, hence, the mention of "portfolio at risk."

<sup>5</sup> "Operational viability" is the cost of providing loans, servicing loans and providing other financial services. The financial service facility will use this and other standards supported by the microfinance banking industry (e.g., CGAP).

**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.

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

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

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

**E.2 INSPECTION AND ACCEPTANCE**

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

USAID/Iraq

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**E.3 MONITORING AND EVALUATION PLAN**

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

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER DATE	TITLE	
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is 12 months upon contract award, with two, one-year extension options subject to satisfactory performance and the availability of funds.

### F.3 PLACES OF PERFORMANCE

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

### F.4 REPORTS AND DELIVERABLE OR OUTPUTS

In addition to providing the services and reports described in Sections C, I, and J, and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G. All reports and deliverables shall be in the English language, unless otherwise specified by the CTO.

**Weekly Consultations:** A continuing requirement of this contract will be close collaboration, reporting to and engagement with the appropriate officers of the USAID mission. Consultations will occur on a weekly basis at a minimum to discuss internal specifics and external contexts of ongoing work. It is anticipated that these informal, but regular consultations will support the Monthly Reports and help shape the Quarterly Work Plans.

**Assessment Reports:** Complete assessment reports on the status of the agriculture sector, as specified in Section C.4.2 of this contract, are due by the end of the second month of contract implementation. The assessments should include brief operational plans that detail steps, timetable, budget, and responsible party for specified work.

**Monthly report:** The Contractor shall provide monthly status reports showing progress on contract implementation. These are intended to be concise reports that summarize progress on achieving the objectives and intended results listed in Section C above and identify implementation issues that may inhibit or enhance Contractor performance. The reports should be submitted to the USAID mission within five (5) business days of the end of the month.

**Quarterly Work Plans:** Quarterly Work Plans that identify the priority implementation objectives for the coming three months shall be submitted within seven (7) working days before the start of the new quarter. The USAID mission will respond to work plans within five (5) working days. The first quarterly report should be completed within 3 weeks of contract start date.

**Contractor Quarterly Reports and Financial Report & Tracking Sheet:** The contractor shall prepare and submit quarterly reports to the USAID CTO. The reports shall consist of a written quarterly report (MS Word 6.0 unless otherwise indicated by CTO) and a Financial Report and Tracking Sheet (MS Excel unless otherwise indicated by CTO). Hard copies and electronic copies of Quarterly Reports and Tracking Sheets shall be submitted to the CO (one hard copy) and CTO (three hard copies) within 30 days of the end of each quarter. Each report shall include the information listed below.

**Status of Job Orders:**

1. Title
2. Location
3. Date of Award
4. Activity Description (One paragraph description of activity type, major skill areas and purpose)
5. Achievements – Brief description of current activities, implementation issues and remedial actions initiated, degree of progress achieved towards accomplishment of project's expected results.
6. Projected End Date of Activity
7. Ceiling price
8. Cumulative Expenditures
9. Quarterly Expenditures
10. Balance
11. Participating Sub-contractors
12. Final Invoice Submission

**Development Experience Documents:** Development experience documents shall be provided in accordance with AIDAR 752.7005, as noted below:

(i) Contract Reports and Information/Intellectual Products:

The Contractor shall submit to PPC/CDIE/DI and the ARDI CTO copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS

Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

**Contractor Coordination Meetings:** The Prime Contractor shall be responsible for attending quarterly general coordination and information sharing meetings to be held in USAID/Iraq or other agreed upon location. The contractor shall be responsible for ensuring that matters related to current and upcoming task orders, technical and operational issues, and other issues of substance to advancing ARDI's goal, objectives and expected results will be discussed.

**Briefings:** Prior to completion of each Job Order, contractor personnel will brief relevant USAID/Iraq and/or cooperating country officials on the principal activities, accomplishments, and findings and issues observed during the assignment.

**Final Report:** The Contractor shall prepare a final report of work completed, objectives met, problems/delays that affected the ability to attain the stated objectives, corrective measures taken, and lessons of relevance for similar activities in the future.

## F.5 SPECIAL MONTHLY ACCRUALS REPORTING REQUIREMENTS

USAID's fiscal operations procedure requires that the Agency gather "interim monthly" accruals. USAID's "MACs" fiscal accounting and payment software utilized in its field offices normally only records quarterly accruals. The least onerous method of collecting this information necessitates that Contractor reports its accrued monthly expenditures as part of their reporting requirements under this contract.

## F.6 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Standards of performance shall be in accordance with internationally accepted standards for the type of work undertaken. The Contractor will ensure that its subcontracts require the applicable standards as well as any directed by the CTO, and that the work is completed in compliance with those standards.

Proposing Indicators - At program startup and subject to USAID approval, the contractor will develop and propose indicators for monitoring performance.

Performance Monitoring - Within 30 days of signing the award, the Contractor shall submit for USAID approval a Performance Monitoring Plan (PMP).

The plan will necessitate the conduct of a baseline study to develop the required baseline data for measuring progress throughout the program.



The plan will include methodology on how data will be collected, interim and final targets, and a timeline for data collection. The PMP shall provide for periodic evaluation by the contractor and operate as a program feedback loop for measuring the impact of the various program components. The contractor will submit a semi-annual PMP that details benchmarks toward achievement of performance indicators and results, the data collected and the method of collection.

The first Performance Monitoring Report will be submitted not later than 30 days following the end of the FY 2003 US Government fiscal year, with reports submitted semi-annually thereafter. A specific format for the performance report will be proposed by the contractor to USAID for approval 60 days following program start up.

**F.7 LEVEL OF EFFORT**

(a) The contractor shall devote **TBD** person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category shall be specified in a contract attachment.

**F.8 KEY PERSONNEL**

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

<u>Name</u>	<u>Title</u>
_____	Chief of Party
_____	Agriculture Production Specialist
_____	Agribusiness Development and Financial Services Specialist
_____	Irrigation and Water Management Specialist:

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

**F.9 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI**

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

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

-----  
-----

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

-----  
-----

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

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and

amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

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

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

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

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

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

**G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

USAID/Iraq

**G.3 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer is TBD, USAID/Iraq, or his or her designee.

E-mail:

**G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## G.5 PAYING OFFICE

Payment under this Contract will be made by Direct Reimbursement. Payment will be made by:

APO Address: Accounts Payable  
USAID/Financial Management  
Cairo, Egypt  
Unit 64902  
APO AE 09839 4902  
Attn. Homi Jamshed

International Courier: Office of Financial Management  
USAID Building  
Lot 1/A Off Ellaselki Street  
New Maadi, Cairo, Egypt  
Post Code No. 11435

Fax: 011-20-2-516-4719

Email: [AcctsPayableEgypt@usaid.gov](mailto:AcctsPayableEgypt@usaid.gov) <<mailto:AcctsPayableEgypt@usaid.gov>>

## G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 0

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated: \$.00

## G.7 LOGISTICS

Contractor may at its election coordinate with a designated USAID logistics provider for needs involving three specific services enumerated below. **USAID is funding these three logistics requirements directly through the logistics contract for mission needs and contractor needs alike.** Contractor contacts the logistics support provider and exchanges information necessary for the vendor to provide the support. Logistics support vendor provides:

1. Warehouse and inventory support services including the requirement to "receive, store, and issue materials and supplies and maintain a daily, monthly and quarterly inventory management and control system for receipt, storage and issue in all the storage areas, maintaining documentation for all incoming cargo and outgoing shipments to the Missions and other designated places of performance resulting in a zero balance tolerance."
2. Arrangement and implementation of customs clearances procedures for storage and re-export of commodities.
3. Freight forwarding services for commodities as they are requisitioned by arranging for long and short-haul trucking as needed including arrangements for straight trucks or semi-trailers, as appropriate, air and sea port freight services; and outgoing customs documentation. Technical Assistance Contractor determines the border crossing requirements to deliver commodities to the Iraq border for commodities shipped by land from points outside of Iraq. Logistics contractor arranges and implements an internet tracking control system for all shipments to ensure that commodities are not lost, misplaced or destroyed, and are able to be cleared expeditiously from customs in the receiving country.

The logistics provider performs a wide ranging variety of services in addition to those stated above. ARDI Contractor is welcome to access the logistics provider for these services. Simply contact the logistics contractor directly and negotiate a subcontract with the vendor for those logistic support requirements not mentioned for coverage above.

The ARDI Cognizant Technical Officer will provide a point of contact at the logistics vendor to the ARDI Contractor at the time of award.



**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

752.7027

PERSONNEL

DEC 1990

**H.1 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

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

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

**H.2 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)****(a) Contract Reports and Information/Intellectual Products.**

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/ CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

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

**(b) Submission requirements.**

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

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

(2) Format. (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 USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

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

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

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format 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., WordPerfect Version 6.1 or ASCII or PDF.

(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.

### **H.3 INSURANCE AND SERVICES**

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

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

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

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

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

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

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

Medevac services costs are allowable as a direct cost.

#### **H.4 AUTHORIZED GEOGRAPHIC CODE**

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

#### **H.5 EXECUTIVE ORDER ON TERRORISM FINANCING**

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

#### **H.6 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES**

Funds in this [contract, agreement, amendment] may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the [CO/AO/CTO].

#### **SPECIAL CONTRACT REQUIREMENTS**

##### **H.7 SOURCE/ORIGIN/NATIONALITY - VEHICLES**

Contractor procurement of vehicles from non-U.S. sources is authorized under the Action Memorandum entitled "Expedited Acquisition and Assistance Procedures for Activities and Programs in Response to the Crisis in the Near East," signed by the USAID Administrator dated

January 13, 2003. However, procurement of motor vehicles from non-US sources will be held to a minimum and carried out only when necessitated by specific requirements under the project management CLIN or any of the job orders to be issued under this requirement. Also, procurement of motor vehicles from non-U.S. sources will only be carried out when necessitated by in-country spare parts and maintenance capabilities.

#### **H.8 CONTRACTOR/CCN CIVIL SERVANTS RELATIONSHIP AND RESPONSIBILITIES**

Contractor, once established at the place(s) of performance in Iraq, is not responsible for the maintenance of timecards or other employment records for former Iraqi civil servants. That task is the job of a separate U.S. Government contract. USAID also does not intend that Contractor, responsible for management oversight under this activity, become the de factor operators and fiduciaries of the agency to which they provide oversight and TA. Nevertheless, until the U.S. Government salary payments contract is fully operational, Contractor shall be prepared, upon CTO direction, to pay management, skilled, and unskilled labor on a temporary/short term basis not to exceed 9 months. This payment arrangement shall not in any way establish an enduring employer-employee relationship.

#### **H.9 MOBILIZATION AND START-UP**

The contractor shall be prepared to deploy to the region within two (2) weeks of contract award.

Contractor staff and consultants required to work in Iraq 14 days or longer must complete CONUS Replacement Component training with the U.S. Department of the Army at Ft. Sill, Lawton, Oklahoma before reporting in Iraq for work. The Cognizant Technical Officer will offer complete instructions and contact information to the Contractor for training arrangements.

The contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), and certain other U.S. Government rules and regulations.

#### **H.10 Security Requirements**

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

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security

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

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

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

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

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

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

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

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000

52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY2002
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

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

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

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

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



**I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)**

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

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

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

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

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

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

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

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

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

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

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

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

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

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

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

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

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

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

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

Offeror elects to waive the adjustment.

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

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

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

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

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

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

#### **I.5 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)**

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

#### **I.6 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)**

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

##### (a) Invoice payments--

###### (1) Due date.

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

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

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

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

###### (2) Certain food products and other payments.

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

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

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

awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

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

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

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

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

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

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

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

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

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

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

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

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

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and



(3) Address where invitations or specifications may be obtained.

### **I.9 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

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

### **I.10 COMMUNICATIONS PRODUCTS (OCT 1994)**

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

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

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

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

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

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

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

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

execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

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

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT  
NO.

NUMBER  
PAGES

TITLE

DATE

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

**EXHIBIT**

**Illustrative Budget**

<b>ARDI Illustrative Budget Contract Line Item breakout</b>		
<b>CLIN</b>	<b>COST ITEM</b>	<b>Estimated Cost (\$000)</b>
001	Revitalization of Agricultural Production	\$2,000
002	Agroenterprise & Market Development	\$8,000
003	Rural Financial Services	\$5,000
004	Improved Soil and Water Management	\$3,000
005	Program management	\$6,000
006	Grant management	\$4,000
007	Fee	\$3,000
	<b>Total Estimated Cost plus Fixed Fee</b>	<b>\$30,000</b>

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

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

## (a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

**K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

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

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

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

---

—

-----

--

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 541611.

(2) The small business size standard is \$5million million [average annual receipts for 3 preceding fiscal yrs].

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

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

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

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

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

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

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

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



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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small

Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

#### **K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

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

(b) Representations.

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

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

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

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

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

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

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

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

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

**K.7 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

(a) Definition.

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

Listed End Product

Listed Countries of Origin

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

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

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

**K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that--

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

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

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

**K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

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

**K.10 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND  
CERTIFICATION (JUNE 2000)**

NOTE:

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

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Date of Disclosure Statement:

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

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

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

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

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

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

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

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

changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

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

YES                       NO

**K.11 INSURANCE - IMMUNITY FROM TORT LIABILITY**

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

**K.12 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.13 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment

Reports on Disabled Veterans and Veterans of the Vietnam Era), it has  has not  submitted the most recent report required by 38 U.S.C. 4212(d).

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

**K.14 SIGNATURE**

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

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

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

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

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

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

(7) Number of people employed by the company.

(8) Company affiliation.

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

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

The Government contemplates award of a (Cost Plus Fixed Fee, Level of Effort) contract resulting from this solicitation.

### **L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)**

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

Neil Price  
Contracting Officer

Mailing Address:

US Agency for International Development/Iraq  
Contracts Office  
Box 40  
APO AP 490

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

### **L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

## **L.6 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The offeror should submit the proposal either

(i) electronically - internet email with up to 4 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending 4 paper copies of a technical proposal and one original and 1 copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of 4 paper copies of a technical proposal and one original and 1 copies of a cost proposal to the issuing office.

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

(b) Submission of Alternate Proposals

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

(c) Government Obligation

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

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

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

the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

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

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

### L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The Contractor shall submit a brief paper, no more than five (5) pages in length, describing the appropriateness and strengths of the team proposed. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

The Offeror shall propose a Chief of Party in Iraq who will be responsible for: overseeing all operations related to the Award; coordinating with other USAID-funded agriculture, irrigation/reconstruction contractors/grantees, the DART, DOD, and other donors (e.g., Australia), and reporting progress to the USAID mission. The Chief of Party must be professionally respected in the field of international agricultural and rural development. He/she will provide overall substantive guidance in personnel selection, activity coordination, broader technical networking and the provision of overall strategic direction to country operations. This person should have a working knowledge of Arabic.

In addition to the Chief of Party, the Offeror shall also propose key staff with expertise in the three areas shown below:

- **Agriculture Production Specialist:** The Agriculture Production Specialist may be asked to:  
a) assess productivity, current agriculture production practices, cost of production; and post-harvest practices; b) identify and provide training for production packages to increase production of targeted crops; c) review agronomic conditions and provide appropriate varietal recommendations for crops with market-driven prospects; and d) develop activities that include appropriate improved seed acquisition and multiplication systems and outreach approaches for NGOs or producer organizations.
- **Agribusiness Development and Rural Financial Services Specialist:** The Agribusiness Development and Rural Financial Services Specialist may be asked to a) review the regulatory and operating environment confronting agricultural businesses and support organizations; b) assess agribusiness and commodity competitiveness and growth potential;

c) assess commodity chain efficiency, cost effectiveness, and competitiveness; d) assess labor productivity and skills; e) recommend staff, physical infrastructure, and institutional capacity improvements to improve the quality and availability of agricultural inputs and services; f) prepare necessary business plans; g) assist in and support actual sales and business deals; h) recommend small farmer-agribusiness models; i) assess, plan and implement rural financial activities to support agribusiness and rural enterprise development; or j) provide technical assistance and training in areas deemed most deficient. Special attention should be paid to linking agribusiness and natural resource enterprises to small farmers so that large numbers of rural families have the opportunity to increase their incomes through market competition.

- **Irrigation and Water Management Specialist:** The Water Management Specialist may be asked to: a) assess the current status and effectiveness of water resource management practices, policies, and institutions at the farm, local, basin, or national levels; b) recommend appropriate on-farm water management practices to increase water use productivity and efficiency; c) assess and recommend targeted irrigation canals and community irrigation and drainage systems for rehabilitation; and d) support conservation and reclamation of reservoirs, riparian lands, wetlands.

Proposed key personnel will be evaluated on the basis of education, experience, strengths, and skills, especially that which is recent and relevant to the region and the particular positions for which they are proposed. Personnel with English fluency and language skills in Arabic are preferred.

## **L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

The following information should be contained in the cost proposal:

A 'CAGE' code, prominently displayed on the introductory/cover letter of your cost proposal. The facilities clearance status of the contractor who's proposal is selected for award must be verified.

Biographical Data Sheets (Form AID 1420-17) for all proposed personnel, containing salary history for the previous three years. Biodata forms must be fully completed, indicating the proposed salary or daily salary rate and signed by both the individual and the Contractor.

Audited Statement of Cash Flows and Financial Statement for the most recent accounting period. These statements will be held in the strictest of confidentiality by the U.S. Government.

A copy of the Negotiated Indirect Cost Rate Agreement signed with USAID.

Section K, Representations and Certifications.

A discussion of the contractor's management structure, staffing and management plan, fiscal/accounting structure.

A completed SF 294, Subcontracting Report for Individual Contracts.

A small business and small disadvantaged business subcontracting plan.

A copy of the contractor's personnel policies and travel policies.

A complete, sealed subcontractor's response including:

- a. Cover letter that includes some expression of interest in the contract
- b. Basis for cost estimate narrative
- c. Subcontractor Biographical Data Sheets
- d. NICRA
- e. Personnel and Travel Policies

A complete, unsealed subcontractor's response including completed Section K Representations and Certifications

A detailed estimate of all direct costs considered necessary for completion of the scope of work. Submit a budget for each of twelve Contract Line Item Numbers (CLINs) with one summary budget that reflects the cost of the entire contract. The twelve CLINs are:

- CLIN 001 Revitalization of Agricultural Production
- CLIN 002 Agroenterprise and Market Development
- CLIN 003 Rural Financial Services
- CLIN 004 Improved Soil and Water Management
- CLIN 005 Program Management
- CLIN 006 Grant Management
- CLIN 007 Fee

CLINs 001 through 006 shall individually express the labor cost and shall include:

- 1) The labor category of the particular employee
- 2) Whether that employee is U.S., TCN or FSN
- 3) The name of that employee, if known

- 4) The daily rate of that employee's salary
- 5) The level of effort anticipated for that employee for that contract year
- 6) The total cost of that level of effort when multiplied by the daily rate for that contract year
- 7) The total contract cost of that employee's level of effort

Each itemized CLIN budget shall express fringe benefits, naming the referenced employee, the fringe rate, the base to which that rate is applied, and the total for that year. Yearly totals shall be rolled into a contract total for that fringe benefit item.

Each itemized CLIN budget shall itemize airfare to include specific departure and destination cities, name of the traveler, purpose of the travel (e.g., LTTA to Post, R&R, Home Leave, etc) for each year of the contract and then totaled. Per Diem shall state the per diem city, the unit rate, the number of units of per diem, the yearly total and contract total. Miscellaneous travel-related costs such as visas, MEDEX, etc. shall also be expressed by unit rate, number of units and yearly/contract totals.

Remaining items of other direct costs shall be separately identified by unit rate, number of units, and then yearly/contract totals. Indirect Costs shall be charged only at rates established in the Negotiated Indirect Cost Rate Agreement.

Each itemized CLIN budget shall itemize its subcontractor costs as appropriate.

Each cost type must be fully explained and the basis of the estimate given in a budget narrative. This budget narrative may accompany the summary budget at Contractor's preference to avoid redundancy of cost explanations across CLIN budgets. A Certificate Of Current Cost and Pricing Data is required in accordance with Section I of this RFP. A copy of that certificate may be found in Section J, Attachments.

Please note that there is no reliable salary scale available to USAID for Iraqi cooperating country nationals (CCNs). Prospective contractors will have to take the initiative in locating sources to provide USAID with reliable estimates for these expenses.

#### **L.10 SMALL BUSINESS PARTICIPATION**

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

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

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).

2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.

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

4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

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



## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

### M.2 EVALUATION CRITERIA

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

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

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

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

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

#### Technical Proposal Evaluation Criteria

In selecting a Contractor to implement this program, USAID/Washington will evaluate the technical merit of the overall response. Technical merit will be determined by an integrated assessment of the four evaluation criteria of management approach, past performance, technical approach, and competence/qualification of personnel. Cost is a separate evaluation factor and will not be scored. Cost has a 30% factor of importance relative to 70% factor for technical merit. The more competitive the technical scores, the more cost becomes a factor in the award decision. **USAID will make an award based on the offer that constitutes the best value to the Government.** Technically, a total of 100 points is possible.

Management approach and past performance are equally the most important criteria for determining technical merit. Beyond management approach and past performance, technical approach is relatively more important than key personnel. Each of the technical selection criteria will be assigned a summary score based on narratives provided by the technical evaluation panel on subfactors or elements of each criterion. The evaluation criteria are detailed as follows:

I. Management Approach (30 pts)

Management approach will be assessed on the extent of its completeness, reasonableness, clarity, and effectiveness using the following sub-factors of equal importance:

- (a) Understanding of the RFP requirements and the current conditions in Iraq which influence project implementation;
- (b) Proposed level of effort, appropriateness of the proposed staffing (management and administrative) pattern, and approach to the integration of local sector expertise. (This sub-factor assesses the adequacy of overall corporate structure and specific project-oriented organizational structure, and the functional relationships and responsibilities, including levels of authority and accountability, between organizational elements (Contractor to: subcontractors and subgrantees, USAID's roster of technical assistance contractors, Government counterparts, as well as the Contracting Officer's Technical Representative). This includes internal management lines of communication);
- (c) Approach to coordination with USAID, local authorities, other donors and other sector assistance projects and implementing agencies;
- (d) Approach to the assessment, analysis, design and selection of integrated activities throughout the life of project, which ensures profitability, sustainability, and socioeconomic impacts;
- (e) Approach to managing subcontractors and grantees;
- (f) Approach to financing sub-contracts and grants up to \$100,000 including the bidder's proposal for providing, controlling and managing advances to implementing partners;
- (g) Approach to selecting, managing and evaluating implementing partners for sub-contracts and grants;
- (h) Approach to containing costs for subcontracts, grants, and the firm's home office and field operations. (This sub-factor assesses the adequacy of the methods for controlling costs, including the quality of audits, cash accountability and control systems, and the viability of the cost-reduction plan to achieve cost reductions through the implementation of innovative cost reduction initiatives);
- (i) Approach to sub-contractor and grantee performance monitoring, reporting, and correction of implementation problems;
- (j) Timetable for initiating activities in country; proposed first year and life-of-project implementation plans, including timeliness of start-up of agriculture production, finance, technology, and market development activities;
- (k) Approach to attracting private-sector investment to ensure sustainable interventions;

- (l) Approach to addressing gender issues, ethnicity, social customs, and the needs of special vulnerable populations;
- (m) Approach to achieving the RFP expected results and benchmarks;
- (n) Approach to information management (This sub-factor assesses the adequacy of the reporting techniques and systems available for monitoring qualitative and quantitative aspects of Contract performance, including financial monitoring and reporting and performance tracking).

II. Relevant Past Performance (30 pts)

This criterion will evaluate the offeror's past performance on projects of a nature similar to the work described in the Statement of Work, including:

- Quality of services;
- Timeliness of performance;
- Cost control;
- Customer satisfaction.
- Use and promotion of small businesses (subfactor evaluated for large business offerors only)

III. Technical Approach (25 pts)

This criterion assesses how well the technical approach demonstrates a technical understanding of the statement of work, including identification of critical objectives to be met; processes and procedures; required inputs and outputs; allocation of personnel; methods and procedures to ensure performance, quality, appropriate allocation of resources; and timing. All sections of the SOW are of equal importance.

IV. Demonstrated Capacity of Proposed Personnel (15 pts)

**Capability and experience of personnel to plan, manage, and implement activities required under the SOW:** Demonstrated experience and familiarity of key personnel with agricultural sector program implementation and management; agricultural program design; rural and agricultural infrastructure design and implementation; “best practices” in micro and SME financing mechanisms, business development, technology development and marketing; soil conservation and arid lands management; and irrigation system rehabilitation, operation, and maintenance.

**Academic credentials of key personnel:** Key personnel must possess extraordinary subject matter knowledge, technical competence, and analytical skills needed to carry out the tasks outlined in the RFP. Contractors must place particular emphasis in the selection process to ensure that their sub-contractors possess the strong technical and development capacities and intellectual leadership needed to conduct interrelated agricultural and rural sector planning, service elements and technology specialization to achieve ARDI’s expected results.

**Regional or country-specific experience of key personnel:** Demonstrated knowledge of and experience in Iraq and the Asia-Near East region. Demonstrated ability to formulate development assistance concepts, goals, and objectives and be able to apply an understanding of global, economic, political and social realities of the region to achieve the project’s goals and objectives. Demonstrated understanding of and experience with Iraq or Asia-Near East cultures are essential for key personnel. Key personnel must possess experience sufficient to demonstrate the ability to communicate USAID’s interests and to interact

with high level USG and other agriculture reconstruction officials with purpose, tact and diplomacy. Please note that for key personnel only one candidate per position will be reviewed. The primary candidate must be so identified, or the first candidate per position will be identified as the primary candidate by default.

### **Cost Evaluation**

Proposed cost will not be rated by the technical evaluation committee, but will be considered in terms of a total amount, including estimated base period cost, options costs, and fee. A determination of cost realism<sup>6</sup> and reasonableness will be made:

- a) to verify the offeror's understanding of the requirements;
- b) to assess the degree to which the cost/price proposal accurately reflects the approaches and/or risk assessments made in the technical and management approach as well as the risk that the offeror will be unable to provide the supplies or services for the offered prices/cost; and
- c) to assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal.

In evaluating the offeror's proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgement will result from the offeror's performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the offeror's proposed cost, including fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, an evaluated cost, including fee, will be generated and used in making an award recommendation. The Government will evaluate the offer for award purposes by adding the total evaluated cost for all options to the total projected costs for the basic requirement. In addition to easily identifiable cost adjustments, unrealistic cost proposals may result in a re-evaluation of the technical proposal. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating of the proposal.

Realistic personnel compensation will be determined by utilizing actual annual salaries documented in proposed personnel's resumés as representative of the anticipated labor costs and these rates will be used to arrive at a realistic cost for evaluation purposes. In categories for which no resumes are required, category averages, if considered credible, may be utilized to determine realistic compensation.

### **Proposal Risk Assessment**

Risks associated with cost, schedule, and performance will be evaluated and assigned a proposal risk rating. Proposal risk assessment relates to the identification and assessment of the risks associated with an offeror's proposed approach with respect to accomplishing the requirements of the RFP. Offeror is advised that a proposal containing unrealistic technical or schedule assertions or unrealistically low costs will be deemed indicative of a lack of technical understanding or a failure to comprehend the complexity and risks of the contract requirements that consequently may be grounds for rejection of the proposal. The Government seeks proposals that offer a low-risk approach to accomplishing ARDI objectives. Accordingly, a separate risk analysis will be conducted to evaluate the offeror's capability to meet performance requirements within proposed cost requirements using the resources identified. A proposal

---

<sup>6</sup>Cost realism is an assessment of the accuracy with which proposed costs represent the most probable cost of performance under the offeror's technical and management approach. Cost realism evaluation shall be performed as part of the evaluation process.

risk assessment rating will be assigned for each of the four technical evaluation criteria. Risk shall be evaluated as low, medium, or high in accordance with the following criteria:

**Low.** The offeror's proposal (or factor) contains no or only a few minor weaknesses that are correctable and could produce results that should prove to be substantially beneficial to the project. Any risks or weaknesses will likely have little or no adverse impact on performance, schedule, or cost. Very little risk is anticipated with delivery of a quality product, on time and within budget, or of any degradation of performance or lack of customer satisfaction.

**Medium.** The offeror's proposal (or factor) contains numerous minor risks or a few major risks, but these may be correctable. It is possible that these risks may result in moderate adverse impacts on performance, schedule, or cost. However, special contractor effort and normal Government monitoring may be able to manage these risks and mitigate their impacts to achieve ARDI goals and objectives.

**High.** The offeror's proposal (or factor) contains numerous major weaknesses and risks that may or may not be correctable. It is likely that these risks will result in major adverse impacts on performance, schedule, or cost objectives even with special contractor emphasis and close Government monitoring. The offeror may complete assigned tasks; however there is at least a moderate risk that the offeror will not be successful.

### **M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The 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.

### **M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

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

**ATTACHMENT 1  
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

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

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

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

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

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

-----

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

**ATTACHMENT 2**

**USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

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

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

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

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

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

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

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

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

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

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



## INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

## PAPERWORK REDUCTION ACT INFORMATION

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

## PAPERWORK REDUCTION ACT NOTICE

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

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

**ATTACHMENT 3**  
**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. CONTRACT b. GRANT c. COOPERATIVE AGREEMENT d. LOAN e. LOAN GUARANTEE f. LOAN INSURANCE
2. Status of Federal Action: a. BID/OFFER/APPLICATION b. INITIAL AWARD c. POST-AWARD
3. Report Type: a. INITIAL FILING b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR QUARTER DATE OF LAST REPORT
4. Name and Address of Reporting Entity: PRIME SUBAWARDEE TIER, IF KNOWN:
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of
6. Federal Department/Agency
7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number if known:
9. Award Amount if known:
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)
b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)
11. Amount of Payment (check all that apply): actual planned
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature value
13. Type of Payment (check all that apply): a. RETAINER b. ONE-TIME FEE c. COMMISSION d. CONTINGENT FEE e. DEFERRED f. OTHER; SPECIFY:
14. Brief Description of Services performed or to be Performed and Date(s) or Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:
15. Continuation Sheet(s) SF-LLL-A attached: Yes No
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
Signature: Printed Name: Title: Telephone No.: Date:
Federal Use Only: AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL

## INSTRUCTIONS

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

## ATTACHMENT 4

### Resume Format

The following resume format, not to exceed five (5) pages in length, shall be used for all candidate resumes submitted in support of the Offeror's proposal:

1. Name of sponsoring institution (Prime or Subcontractor);
2. Labor category;
3. Name, home address, and telephone number of proposed candidate;
4. Employer and length of employment if employee (e.g., full-time or part-time employee). If the candidate is currently a full-time employee hired on a subcontract or contract, provide the name of subcontract or contract, location of employment, and scheduled end date of employment;
5. Academic credentials: Degree(s) awarded, name of institution, and date of award;
6. Primary regions of international experience;
7. Consulting assignments lasting over three (3) paid continuous consulting days from the sponsoring institution on all subcontracts and/or contracts listed by the Prime in Section L. The name of the subcontract or contract, number of paid days for each assignment, and a short explanation of responsibilities shall be provided;
8. Paid consulting assignments from the sponsoring institution on all other subcontracts or contracts over the twelve-(12) months prior to this solicitation. The name of the subcontract or contract, number of paid days, and a short explanation of responsibilities shall be provided;
9. Other selected international consulting assignments with a primary emphasis on housing and shelter programs as specified in Section C during the candidate's career. These assignments shall have been for periods of at least three (3) paid continuous consulting days. The name of the sponsoring institution, name of subcontract or contract, number of paid days for each assignment, and a short explanation of responsibilities shall be provided;
10. Other relevant work experience in developing countries, with other international finance institutions such as the World Bank, or with other donor or multilateral development organizations;
11. Employment history
12. Honors and awards
13. Selected Publications
14. Other skills
15. Language (other than English) capabilities, and Foreign Service Institute ratings where applicable.

All work experiences should be listed chronologically with the most recent experiences listed first.