



USAID
FROM THE AMERICAN PEOPLE

Date Issued: July 12, 2010
Closing Date: August 12, 2010

**SUBJECT: Request for Proposal (RFP) No. SOL-114-10-000001 – GEORGIA
ECONOMIC PROSPERITY INITIATIVE (EPI)**

Dear Sir/Madam:

The United States Government, represented by the United States Agency for International Development Regional Mission to the Caucasus (USAID/Caucasus), is seeking proposals to provide the services described in the attached Request for Proposals. Any type of commercial, not-for-profit, educational, or faith-based institution may submit offers for this contract.

If you decide to submit a proposal, it must be presented in accordance with the attached solicitation and received no later than 1400 Tbilisi time on the closing date indicated above and at the place shown below. Proposals should be submitted with the name, street address, telephone number, email address of a point-of-contact who is an authorized agent of the offeror and RFP number. The proposal must be addressed to:

John F. Lord
Contracting Officer
USAID/Caucasus

Internet email for electronic submission: RCOCaucasus@usaid.gov

Street/delivery address:

USAID/Caucasus, Regional Contracting Office
11, George Balanchine Street
Tbilisi, 0131 Georgia

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal. Notifications of receipt and questions concerning this RFP must be directed to the Contracting Officer via either the internet email address or facsimile numbers listed above.

Questions regarding this solicitation must be received by July 19, 2010 at bwoody@usaid.gov.

Sincerely,

John F. Lord
Regional Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 79 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL-114-10-000001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED July 12, 2010	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY USAID/Caucasus 7060 Tbilisi Place Department of State Washington DC 20521-7060		CODE	8. ADDRESS OFFER TO (If other than Item 7) USAID/Caucasus Regional Contracting Office 11, George Balanchine Street Tbilisi, 0131 Georgia		

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 Item 7 _____ until 1400 LT local time August 12, 2010
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME John F. Lord	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS jlord@usaid.gov
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

See Attached 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	40-48
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6-26	X	J	LIST OF ATTACHMENTS	49
X	D	PACKAGING AND MARKING	27	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	28	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	50-53
X	F	DELIVERIES OR PERFORMANCE	29-31				
X	G	CONTRACT ADMINISTRATION DATA	32-35	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	54-63
X	H	SPECIAL CONTRACT REQUIREMENTS	36-39	X	M	EVALUATION FACTORS FOR AWARD	64-67

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.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) John F. Lord		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.....	4
SECTION B - SUPPLIES OR SERVICES/PRICES	4
B.1 PURPOSE.....	4
B.2 CONTRACT TYPE.....	4
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	4
B.4 PRICE SCHEDULE.....	4
B.5 INDIRECT COSTS (DEC 1997)	4
B.6 CEILING ON INDIRECT COSTS	5
B.7 COST REIMBURSABLE.....	5
SECTION C - STATEMENT OF WORK	6
SECTION D - PACKAGING AND MARKING	27
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	27
D.2 BRANDING STRATEGY	27
SECTION E - INSPECTION AND ACCEPTANCE.....	28
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	28
E.2 INSPECTION AND ACCEPTANCE	28
SECTION F - DELIVERIES OR PERFORMANCE.....	29
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	29
F.2 PERIOD OF PERFORMANCE.....	29
F.3 PERFORMANCE STANDARDS	29
F.4 REPORTS AND DELIVERABLES OR OUTPUTS	29
F.5 KEY PERSONNEL	31
SECTION G - CONTRACT ADMINISTRATION DATA	32
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	32
G.2 ADMINISTRATIVE CONTRACTING OFFICE	32
G.3 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR).....	33
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	33
G.5 PAYING OFFICE.....	35
G.6 ACCOUNTING AND APPROPRIATION DATA.....	35
SECTION H - SPECIAL CONTRACT REQUIREMENTS	36
H.1 EMERGENCY LOCATOR INFORMATION (JUL 1997)	36
H.2 INSURANCE AND SERVICES	366
H.3 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (APRIL 2006)	37
H.4 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)	37
H.5 AUTHORIZED GEOGRAPHIC CODE.....	38
H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	38
H.7 LOGISTIC SUPPORT	38
H.8 LANGUAGE REQUIREMENTS	38
H.9 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT	38
H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002).....	38
H.11 REPORTING OF FOREIGN TAXES	38
H.12 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)	39
PART II – CONTRACT CLAUSES	39
SECTION I - CONTRACT CLAUSES.....	ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.
I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008).....	ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.
I.3 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)	ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.
I.4 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987).....	ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.
I.5 52.232-25 PROMPT PAYMENT (OCT 2008).....	ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.
I.6 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	49
SECTION J - LIST OF ATTACHMENTS	<u>49</u>
PART IV - REPRESENTATIONS AND INSTRUCTIONS.....	50
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	<u>50</u>
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	50 <u>0</u>
K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)	50
K.3 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005).....	52
K.4 INSURANCE - IMMUNITY FROM TORT LIABILITY	53
K.5 SIGNATURE	53
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	54
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	54
L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)	54
L.3 52.216-1 TYPE OF CONTRACT (APR 1984).....	58
L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)	58
L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	58
L.6 GENERAL INSTRUCTIONS TO OFFERORS	59
L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	59
L.8 INSTRUCTIONS REGARDING KEY PERSONNEL	62
L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL.....	62
SECTION M - EVALUATION FACTORS FOR AWARD.....	64
<u>M.1 EVALUATION CRITERIA</u>	<u>64</u>
M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD	66
M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES.....	67

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 PURPOSE

Georgia has made significant progress in improving the economic environment and building the economy. However, the next needed steps to achieve broad-based sustainable economic growth will be more complex. Critical constraints to improving Georgia’s economic competitiveness include fragmented markets, a lack of economic information, and low productivity. Solutions to these issues will require addressing fundamental issues in public and private sector economic institutions; sustained and coordinated capacity building initiatives; and development of systems to enable the flow of economic and technical information.

The Economic Prosperity Initiative (EPI) will improve Georgia’s overall economic competitiveness through assistance designed to improve both economic governance and private sector competitiveness. Activities will be structured within three program areas:

1. Expand and Deepen Georgia’s Economic Governance Capacity and Country-Level Competitiveness
2. Improve the Competitiveness of Agriculture Sector
3. Improve the Competitiveness of Targeted Non-Agriculture Sectors

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract. For the consideration set forth below, the Contractor shall provide the results, deliverables or outputs described in Section C and 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 TBD. The fixed fee, if any, is TBD. The estimated cost plus fixed fee, if any, is TBD.

(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 TBD. The Contractor shall not exceed the aforesaid obligated amount.

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

B.4 PRICE SCHEDULE

a. Direct Cost	
b. Grants	\$6,000,000
c. Indirect Cost	
d. Fixed Fee	

e. Total Cost + Fixed Fee	
---------------------------	--

B.5 INDIRECT COSTS (DEC 1997)

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

Description	Rate	Base	Type	Period
	1/	1/	1/	

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

B.6 CEILING ON INDIRECT COSTS

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

Description	Rate	Base	Type	Period
	1/	1/	1/	

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

- (2) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.
- (3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

B.7 COST REIMBURSABLE

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TITLE: ECONOMIC PROSPERITY INITIATIVE (EPI)

I. Background

The Economic Landscape in Georgia¹

The decade after the collapse of the USSR was difficult for Georgia. The disruption of the Soviet economic system, internal and regional conflict, and high levels of corruption reduced Georgia's economy to less than 30% of what it had been during the Soviet period.² Despite its recent growth, Georgia's economy has still not returned to its Soviet-era levels. To this day, one of Georgia's leading exports is scrap metal extracted from the remains of the dead Soviet industrial base.

The Rose Revolution in 2003 brought hope for change. The new government embarked on a program of rapid economic and social reform. Tax, registration, and customs procedures were streamlined, and office operations for the responsible agencies were made more efficient and effective. As a result of these and other changes, Georgia's ranking in the World Bank's "*Ease of Doing Business*" survey has improved from 112th to 11th in four years.

A confluence of events during the period 2004 – 2007 brought about a period of rapid economic growth, with real GDP increasing by 1/3 and average nominal wages more than doubling. Among the factors contributing to this growth were:

- The positive effect of the government's reform efforts in stimulating investment both internally and from abroad.
- Construction of oil and gas pipelines from Azerbaijan across Georgia contributed through both the construction spending and the ongoing transit revenues from the oil and gas flows.
- Substantial inflows of funding into the banking system, fueling both business investment and consumer spending.
- World-wide economic growth that contributed to increases in the demand for minerals, which benefitted Georgia's extractive industries.

¹ Unless noted, statistics cited throughout this section are taken from a series of publications on "*Georgian Economic Trends*" published by the Georgian-European Policy and Legal Advice Center (GEPLAC) (www.geplac.ge). The data presented here are presumed to be accurate, but have not been independently verified. Consequently, the data should be seen as representing tendencies, but not necessarily precise. Further, much of the GEPLAC data is stated in Georgian Lari (GEL). Over the past few years, the exchange rate between USD and most other currencies has varied considerably, and the dollar has tended to depreciate over that time period. Consequently, local currency data can become distorted when converted to dollar equivalents. Conversions to USD from GEL are calculated at the rate of \$1.00 = 1.60 GEL.

² "Georgia Poverty Assessment." World Bank, April 2009.

However, by the end of 2007, some issues began to become apparent.

- In late 2007, the government used strong measures to quell a series of opposition demonstrations, and this had negative impacts on investor confidence.
- By early/mid 2008, global financial and commodity markets were weakening, and by late 2008 global markets of all types suffered major declines.
- In August 2008, the conflict with Russia caused significant physical damage, leaving approximately 28,000 internally-displaced persons, and causing substantial drops in FDI and GDP growth.

Even before these damaging political and economic events, fundamental problems remained in the structure of the economy. Approximately 1.1 million people of working age in Georgia are self-employed, most of whom are rural farmers living barely above a subsistence level. Self-employment in Georgia is generally not by choice, but by the necessity of no alternative employment. Out of an economically active population of approximately 2 million people, only about 570,000 (30% of active population) are hired wage-earners.

While the monthly income of wage-earners doubled from 2004 – 2007, income of self-employed workers increased less than 20%. Over the same period, income from the sale of agricultural products actually dropped by 26%. Average monthly wages for employed persons during the fourth quarter of 2007 was approximately \$300, while the combined average income for self-employment and sale of farm products was barely \$50 per month. Even after accounting for self-employment, total unemployment was nearly 17% at the end of 2008³, an increase of more than 3 percent from 2007 levels.

There are important gender-related differences when it comes to employment opportunities for men and women. Finding jobs is generally more difficult for women than it is for men. Compared to the public sector, the private sector offers more opportunities to earn high wages, but in both sectors women earn less than men. For instance, in 2005 the average income of women in the private sector stood at GEL 135 as opposed to GEL 211 for men. The disparity has not changed drastically since then.⁴ On a positive note, there are more women owning firms and more women in top management positions.⁵

Principal Components of the Georgian Economy

Nominal GDP for 2008 was 19.075 million GEL, or approximately \$12.8 billion⁶. After growing by more than 12 percent in 2007 and at the annualized rate of approximately 9 percent during the first half of 2008, GDP growth dramatically slowed starting in the second half of 2008, resulting in a yearly growth of only 2.3 percent in 2008 and a decline of 3.9 percent in 2009. Construction dropped by 23.9 percent during the first quarter of 2009, and manufacturing declined by 17.1 percent.

Four industry groups account for approximately 40% of total GDP: trade, industry, agriculture, and transport.

Nominal Value of Output of Certain Key Industry Groups (2008)

Industry Sector	Value (GEL)	Value (USD)	Pct Chg 2007 - 2008
Trade/HotelRest	2,652.3 Million	\$1.66 Billion	22.3%
Industrial Production	2,583.4 Million	\$1.61 Billion	7.1%

³ Georgian Department of Statistics

⁴ “Gender and Society: Georgia.” SIDA and UNDP, 2008, pp. 64-65.

⁵ “Enterprise Surveys, Georgia.” World Bank Group, 2009.

⁶ Central Bank Statistics

Transport/Comm	1,911.4 Million	\$1.19 Billion	8.3%
Agriculture	1,703.9 Million	\$1.06 Billion	8.9%
Construction	1,008.5 Million	\$0.63 Billion	-11.6%

Trade, Hotels, and Restaurants

As with the other sectors analyzed here, the trade sector increased significantly since 2003, but has also suffered a major reversal during the early part of 2009. The sector increased by approximately 56% from 2003 – 2008, peaking at approximately \$1.66 billion. The first quarter of 2009 showed a decline of 18% over the corresponding period in 2008. While the recent conflict with Russia has complicated Georgia’s attractiveness as a destination for international tourism, many domestic tourism opportunities have significant potential but remain undeveloped or underdeveloped.

Industrial Production

In 2009, Georgia imported products valued at \$4.4 billion while exporting just \$1.1 billion. Total trade turnover decreased by 14.5% from 2007 and by nearly 30% from 2008. Other than food, nearly all of Georgia’s consumer products are imported. The largest categories of imported products include oil and gas, automobiles, wheat and other grains, tobacco products, electrical, data processing, telephone equipment, sugar, chocolate, and cocoa flavored products.

Foreign Trade						
In Million USD	2004	2005	2006	2007	2008	2009
Foreign Trade Turnover	2492.5	3355.4	4613.9	6447.3	7800.6	5513.3
Registered Export of Goods (FOB)	646.9	865.5	936.2	1232.4	1496.1	1135.0
Registered Import of Goods (CIF)	1845.6	2490.0	3677.7	5214.9	6304.6	4378.3
Balance	-1198.7	-1624.5	-2741.5	-3982.5	-4808.5	-3243.4

Source: GeoStat (2010)

Of the top ten exports in 2008 and 2009, four are extracted products – metals and mineral fertilizers – and one is a scrap iron. In 2002, two of the top ten exported products were aircraft and aircraft parts, but that industry has now disappeared. There are no manufactured products in the top ten, demonstrating that Georgia is not competitive in external markets for these goods (the category “Motor cars” represents items trans-shipped to other countries in the region).

Top Ten Export Products (Millions of USD)					
2007		2008		2009	
7202 Ferro-alloys	160	7202 Ferro-alloys	267	7202 Ferro-alloys	130
7204 Ferrous waste, scrap	97	7204 Ferrous waste, scrap	129	7108 Gold unwrought	116
2603 Copper ores	79	2603 Copper ores	118	8703 Motor cars	78
8703 Motor cars	70	8703 Motor cars	113	0802 Other nuts	70
7108 Gold unwrought	69	7108 Gold unwrought	100	7204 Ferrous waste, scrap	64
0802 Other nuts	65	3102 Mineral fertilizers	106	2603 Copper ores	62

2523 Cement	64	2208 Alcohol and spirits	59	3102 Mineral fertilizers	60
2208 Alcohol, spirits	57	2204 Wine from grapes	37	2208 Alcohol and spirits	54
3102 Mineral fertilizers	57	0802 Other nuts	32	2204 Wine from grapes	32
7404 Copper waste, scrap	37	2201 Waters, natural	31	2201 Waters, natural	25
Other products	477	Other products	504	Other products	444
Total	1,232	Total	1,496	Total	1,135

Source: GeoStat, Ministry of Economic Development and calculations by GEPLAC and USAID/Caucasus/Georgia.

The value of industrial production in 2008 was approximately \$1.61 billion, of which more than half can be accounted for by the exports of basic metals and minerals. Much of the recent growth in the value-added by these products comes not from increased volumes or greater inherent value, but from increased world market prices – a significant part of which has reversed during the past year. A key target for Georgia’s economic future must be a reversal of the tendency to import high-value consumer and capital goods products while exporting low-value commodity products.

Transport and Communications

The value of transport and communications services was approximately \$1.19 billion in 2008, which is an increase of almost 50% in five years. Much of this change can be accounted for by two types of activities: oil and gas transit from the Caspian Sea to the Black Sea and the Turkish border through Georgian territory, and expansion of the telecommunications market as a result of mobile telephones and internet technologies. The opportunity for Georgia to serve as a regional transport center, particularly as a link between the oil-rich Caspian region and the Black Sea port of Poti, is seen as a major growth opportunity for the future. There are plans for the development of a major petro-chemical processing complex near the Black Sea Port of Poti, but the global economic downturn and the Russian conflict have put those plans on hold. Regional and local communication opportunities have also been generated by the completion of a trans-Black Sea fiber optic cable from Bulgaria to Tbilisi.

Agriculture

Agriculture accounts for approximately 9% of GDP, but provides income to more than half the population of Georgia. According to data from the Ministry of Agriculture, in 2006 Georgia had 656,000 farms with an average size of 1.70 hectares. Of these, there were 16,000 farms of 4 hectares or greater, which represent 40% of arable cropland in private hands (owned or leased). For farm households, monthly income from sale of farm products averaged just 27.2 GEL, or less than \$200 per year. This low level of productivity and income is the result of a number of factors including:

- Small land plots which do not allow for the efficient use of machinery and technology
- Traditional commodity products with low market value
- Low quality of products, further reducing market value and export potential, caused by poor productivity skills
- Inefficient post-harvest handling, resulting in loss of output and market value
- Poorly developed value chains which keep male and female farmers from realizing full potential value of the output
- Lack of extension services, including veterinary services

- Lack of information about markets and weak to no linkages to domestic, regional and global markets
- Lack of access to agricultural machinery and technologies

Construction

The upsurge in economic activity beginning in 2003-04 produced a corresponding increase in construction activity. The annual value of construction activity increased more than 70% from 2003 to 2008, peaking at approximately \$630 million in 2008. However, in the first quarter of 2009, construction activity dropped 23% from the corresponding period in 2008. Although some construction does continue, there is no evidence that it will return to its 2008 levels any time soon.

Advancing Georgia's Economy

As described previously, Georgia's economy has taken important steps forward over the past five years, but still suffers a number of chronic weaknesses that were only slightly mitigated during the boom period of 2005 – 2007. The structure of the economy is far too reliant on the production of low-valued commodities. A large majority of its consumer products are imported, and the value of the imports exceeds exports by more than three-fold.

Productivity and wages are extremely low, with the worst of this occurring in rural areas. Only about 30% of the active population is employed in wage-earning jobs, with the rest reliant on self-employment income (often involuntary self-employment), sales of agricultural products, remittances, and other social transfers. Much of the rural population lives below a subsistence level with monetary income only about \$50 per month. This can create particularly harsh circumstances for women, as they are often forced to seek low-paid jobs to help the household meet basic needs. As a result, women frequently bear a double burden of earning for the family as well as taking care of domestic household needs. In contrast, evidence has shown that Georgian men are less willing to opt for low-paid jobs or to take household responsibilities traditionally associated with the role of women.⁷

These economic facts point to several goals that must be met if Georgia is to achieve sustained, broad-based economic growth equally benefiting both men and women.

- Build upon the gains made in economic governance, with a focus on institutionalizing achievements, capacity building, and sustainable gains in economic competitiveness with a particular focus on the use of new technologies to develop modern systems to deliver services and information to Georgian citizens.
- Increase economic competitiveness to increase output across all sectors, but including agriculture, with particular emphasis on higher value-added production and quality that can either replace imports or can be exported to international markets.
- Increase production of traditional food and staples crops and establish or strengthen linkages to domestic markets.
- Develop new international markets for Georgian products. The Georgian market is small, and the loss of Russian markets underscores the need for additional diversified markets in places such as Ukraine, Bulgaria, Turkey, and the Middle East.

⁷ "Gender and Society: Georgia." SIDA and UNDP, 2008, p.88.

- Increase productivity – most of all in the agricultural sector – to meet market demand for Georgian produced products.
- Strengthen and develop public and private sector economic institutions. This will include institutionalizing previous gains within the government and private sector to improve sustainability, broad-based institutional capacity building, access to information, and increasing the degree to which institutions and operations are guided by goals as opposed to personalities. This also includes forging long-term partnerships between local organizations and foreign universities, research institutes, think tanks, and other relevant partners.
- Enable a greater percentage of the population to understand previous reforms as well as government goals for further reforms which are designed to improve services to citizens and businesses.

Georgia Specific Gender Considerations

A range of secondary material on gender was reviewed in advance of designing this activity. There were no extreme disparities found as far as the status and role of men and women are concerned in terms of their access to opportunities for business and livelihood opportunities. However, the following concerns were noted and deemed to deserve specific consideration:

- Finding jobs is generally more difficult for women than it is for men. Compared to the public sector, the private sector offers more opportunities to women, but in both sectors women earn less than men. For instance, in 2005 the average monthly income of women in the private sector stood at GEL 135 as opposed to GEL 211 for men. The disparity has not changed drastically since then.
- Women generally have less access to highly-paid employment and business opportunities while they outnumber men when it comes to informal and low-paid employment.
- Women often opt for lower-paid jobs to support their families.
- From the legal and regulatory point of view there are no laws or regulations that discriminate against either men or women. But social and cultural traditions often hamper women from gaining access to business opportunities.
- As of late, the trend of women owning firms and being in top management positions has been on the rise.

II. Summary

EPI will improve enterprise, industry, and country-level competitiveness by identifying and targeting key external and internal factors to enhance the growth rates and productivity of enterprises in the economy, thereby enhancing the economic well-being of workers in the economy. EPI will be implemented through the following components:

1. Expand and Deepen Georgia’s Economic Governance Capacity and Country-Level Competitiveness
2. Improve the Competitiveness of Agriculture Sector
3. Improve the Competitiveness of Targeted Non-Agriculture Sectors

Assistance will be invested approximately equally to strengthen economic governance, and increase the competitiveness of targeted agricultural and non-agricultural private sectors. Linkages between components will be exploited to leverage opportunities and developmental impact of the project as a whole.

Cross-cutting activities, including but not limited to improved access to information, human capacity development, use of modern technologies, forging long-term linkages, and building local institutions, will be implemented in each component as appropriate to ensure sustainability of initiatives.

EPI will operate throughout Georgia to achieve the intended high-level results in rural and urban areas. The project will coordinate closely with the U.S. Government to identify and exploit opportunities to leverage resources and efforts. Specifically, EPI will establish and develop linkages with the new USAID New Economic Opportunities (NEO) project to incorporate small landholders into value chains targeted under Components 2 or 3 of this project. Similarly, EPI will coordinate with the new USAID Municipal Infrastructure Project (MIP) to plan and leverage investments in new infrastructure including irrigation canals and roads.

EPI is structured to achieve specific results and outcomes at the project level, and in each of the three components and cross-cutting activities. Some implementation *benchmarks* and *required outputs* are defined in this statement of work. Outputs are within the management control of the contractor. *Required Outputs* are required intermediate products that will be used by the contractor to achieve results (e.g., number of persons trained). Other outputs will likely be used as well, including those mentioned in Section IV below. The term “result” is used to describe higher-level targets (e.g. \$ Investment facilitated). A *Targeted Result* is an established goal of the project, but is recognized to be outside of the complete control of the contractor. *Benchmarks* are targets with specific timeline goals and will be used to measure program effectiveness during implementation. “*Outcomes*” is used to qualitatively describe end-states expected to be achieved by the end of the contract. In most cases outcomes will not include specific targets. While the contractor may be able to meet the terms of the contract without achieving all *targeted results*, the overall success of the program will be measured against *targeted results* and *outcomes*.

III. Scope of Work

This contract has three primary components:

1. Expand and deepen Georgia’s economic governance capacity and country-level competitiveness;
2. Improve the competitiveness of targeted agriculture sectors;
3. Improve the competitiveness of targeted non-agriculture sectors.

The success of EPI as a whole will be measured by the attainment of the following five overarching targeted results. These high-level results shall be tracked by component, sub-component, and the targeted value chains.

1. Increased Productivity - Semi-annual increase in productivity in targeted sectors consistent with USAID-approved semi-annual targets. (PMP indicator)
2. Increased Employment - Semi-annual increase in employment in targeted sectors consistent with USAID-approved semi-annual targets. (PMP indicator)
3. Increased Foreign Debt and Equity Invested in Georgia - 10 major international investment transactions completed and attributable to assistance received from EPI; \$500 million investment attributable to EPI assistance, \$100 million of this in the agricultural sector (PMP indicator)
4. Increased Access to Local Finance - \$200 million in capital attributable to EPI assistance lent to enterprises operating in targeted sectors.
5. Increased Exports - \$150 million in exports (i.e., goods and services) facilitated and attributable to EPI assistance (PMP indicator). 100 companies in targeted sectors have significantly enhanced capacities to export products and services (PMP indicator)

Component 1 – Expand and Deepen Georgia’s Economic Governance Capacity and Country-Level

Competitiveness: The Government of Georgia is eager to stimulate further economic growth and private sector competitiveness. Georgia’s progress in implementing economic reforms and the presence of a reform-minded Government provide a unique opportunity to build upon these achievements. Georgia’s unprecedented rise on the World Bank’s *Doing Business* indicators is an important accomplishment, but Georgia still ranks 90 of 133 countries in the World Economic Forum’s competitiveness rankings, demonstrating the opportunity to deepen reforms in many areas.

The contractor will continue building the Government of Georgia’s capacity to identify and implement reforms that improve the economic environment. At the same time, the contractor will improve the private sector’s understanding of and participation in government reforms, and strengthen the relationship between public and private sector economic institutions. Work in this component shall focus on constraints or opportunities identified in the agriculture and non-agriculture sectors targeted under components 2 and 3, and other high-priority reforms identified by the Government of Georgia (GoG).

Implementation Methodology

Under this component, the following nine areas will be targeted for economic governance interventions:

- Improve Regulatory Environment and Licensing
- Strengthen Property Rights
- Enhance Investment Sector Economic Governance
- Enhance Economic Governance in the Area of International Trade and Customs
- Strengthen Tax Systems
- Strengthen Procurement and Privatization Systems
- Improve Agricultural Policy Environment
- Establish a Core Team of Local Specialists to Assist in Implementing Reforms

The contractor shall design and implement interventions to strengthen Georgia’s business environment in the context of the above nine targeted areas. Interventions, including drafting laws, legislation, policies and regulations, will positively impact the competitiveness of agriculture and non-agriculture sectors targeted by this project under components 2 and 3. In certain instances interventions to improve the enabling environments of targeted sectors might expand beyond the nine areas listed above. Similarly, some interventions to improve economic governance might not directly benefit the targeted sectors. The impact of improving the business environment for each targeted sector will be measured in light of attaining the intended results of components 2 and 3.

In addition to improving the business environment for components 2 and 3, the contractor shall identify 15 of the 110 indicators tracked in the World Economic Forum’s (WEF) Annual “*Global Competitiveness Report*” that will improve as a result of this project. The contractor shall also quantify the expected change in each identified WEF indicator over the life of the project, and as of project completion. While WEF’s indicator set is not without flaws, its comprehensive nature, its economic rationale, and its global applicability make it a relevant tool to target and measure a broad reform agenda. The following list of WEF indicators is indicative of the areas that the Contractor might target for improvement:

Table I

World Economic Forum Global Competitiveness Report 2009 - 2010

Indicator	Ranking
1.01 Property rights	109
1.02 Intellectual property protection	100
1.05 Judicial independence	117
1.09 Efficiency of legal framework in settling disputes	91
1.10 Efficiency of legal framework in challenging regs	102

1.19	Protection of minority shareholder’s interests	117
5.05	Quality of management schools	106
5.07	Local availability of research and training services	122
6.01	Intensity of local competition	115
6.03	Effectiveness of anti-monopoly policy	125
6.08	Agricultural policy costs	103
6.14	Degree of customer orientation	119
8.01	Financial sophistication	96
8.02	Financing through local equity market	125
8.03	Ease of access to loans	96
8.08	Regulation of securities exchanges	117
9.01	Availability of latest technologies	93
9.02	Firm-level technology absorption	115
11.01	Local supplier quantity	130
11.02	Local supplier quality	129
11.07	Production process sophistication	101
11.08	Extent of marketing	97
12.01	Capacity for innovation	119
12.03	Company spending on R&D	124
12.04	University-industry collaboration in R&D	122

While improvements in WEF or other similar indicators are a major objective of EPI, it is recognized that factors outside the scope of this contract may influence changes in these types of indicators. As a result, the contractor shall strive to meet set targets by completing actions defined in GoG approved actions plans that could reasonably be assumed to improve standings. Some WEF indicators are also relevant to the work of other USAID programs. For example “quality of management schools” is related to USAID/Caucasus/Georgia Office of Health and Social Development activities, and “judicial independence” is related to USAID/Georgia Office of Democracy and Governance activities. If applicable areas are chosen for targets, the contractor shall coordinate with the relevant activities.

Areas Targeted for Economic Governance Interventions

The following nine areas will be targeted for economic governance interventions. To develop potential interventions the contractor shall coordinate with key persons in the GoG, USG, other donor partners and diplomatic missions, and the private and nongovernmental sectors to identify pressing constraints to the business enabling environment. In partnership with the GoG and USAID, agreed upon reforms will be identified and targeted. The contractor shall develop appropriate implementation methodologies to direct the development and execution of action plans.

▪ Improve Regulatory Environment and Licensing

The contractor shall support the implementation of needed regulatory reforms in the financial and non-financial sectors and streamline licensing systems in collaboration with the GoG and private sector leaders.

Required Outputs:

Completion of approved annual action plans to direct reforms in the regulatory environment and licensing systems, including clear benchmarks and targets.

Results Targets:

Priority reforms drafted and approved through a consultative process (PMP indicator). Capacity of appropriate GoG personnel developed sufficiently to implement and enforce targeted reforms.

Outcomes:

GoG has the capacity to independently identify priority regulatory and licensing reforms and to develop associated action plans. This in turn results in clearly defined annual action plans for regulatory and licensing reforms; clearly defined roles for the GoG; and a clear understanding of and ownership by the GoG, parliament, and citizens of the regulatory reform process.

▪ Strengthen Property Rights

The contractor shall address key issues in the area of property rights, including intellectual property rights (IPR), for businesses, individuals, and investors. This assistance will include, but not be limited to, strengthening rights within legal frameworks; improving the perception and understanding of property rights by public and private sectors; and promoting broader awareness of current property rights protections to the private sector. Working with the GoG, the contractor shall also promote compliance with international property rights conventions by identifying areas of property rights concern for businesses and individuals, and designing and implementing solutions to resolve such concerns.

Required Outputs:

Completion of approved annual action plans to improve understanding of, and compliance with, international property rights in Georgia, including clear benchmarks and targets.

Results Targets:

Property rights of businesses, individuals and investors are strengthened through improvements in legal framework and enforcement of new and or revised laws. Capacity of appropriate GoG personnel developed sufficiently to implement and enforce targeted reforms.

Outcome:

GoG and private sector comply with international property rights, including IPR.

▪ Enhance Investment Sector Economic Governance

The contractor shall support the implementation of needed reforms to strengthen the GoG's ability to maintain a well regulated economy conducive to for foreign and domestic investment. This could include assistance to improve protection of minority shareholder rights, intellectual property rights (IPR) protection, auditing and reporting standards, and anti-monopoly policies. The contractor shall also continue building the capacity of the GoG to develop an investment action plan and investment options/proposals, which could include completion of initial feasibility studies within highly promising areas. This shall be closely coordinated with the work to promote investments under components 2 and 3.

Required Outputs:

Completion of approved annual action plans to strengthen Georgia's legal and regulatory environment conducive to foreign and domestic investment, including clear benchmarks and targets. Assistance to the GoG to develop an investment promotion action plan. A mechanism to link private enterprise to financial investors is established or strengthened.

Results Targets:

Foreign and domestic investment flows in Georgia increase in response to improved economic governance and targeted investment promotion by the GoG. Capacity of appropriate GoG personnel developed sufficiently to implement and enforce targeted reforms. Private sector able to reach potential investors.

Outcome:

Georgia's investment regulatory environment is viewed by both domestic and international investors as modern, efficient, effective, and friendly to both small and large scale direct and indirect investors. The Georgian government has in place the staff, capacity, and plan to capitalize on this perception and to successfully promote investment opportunities. Georgian private sector attracts investment.

▪ Enhance Economic Governance in the Area of International Trade and Customs

The contractor shall help the Ministry of Finance improve customs compliance, appeals, and the dispute resolution processes to increase revenues and improve perceptions of customs efficiency. Also, in coordination with the Ministry of Finance and business associations, the contractor shall implement solutions to improve customs procedures and codes, including establishment of a regional single window for facilitating cross-border customs clearance operations. The contractor's services shall include institutionalization of customs clearance time/cost studies; development and implementation of training programs for government officials; facilitation of regional dialogue on single border operations management and streamlined regional customs clearance procedures; and further development of IT systems to enhance customs operations.

Required Outputs:

Completion of approved annual action plans to improve customs operations, training, compliance, revenue collection efficiency, and dispute resolution, including clear benchmarks and targets. Analysis of current customs systems, codes, procedures, compliance, appeals, and dispute resolution processes including government satisfaction with and business perceptions of customs systems. Development of a methodology to institutionalize yearly customs time and cost measurement studies. Analysis of regional trade flows and opportunities including the feasibility of, and steps needed to develop a regional single window and operations. Facilitation of regional government to government dialogue on customs operations.

Targeted Results:

Lower cost to trade goods across borders as a result of USAID assistance (F/PMP indicator). Reduction in year on year number of calendar days to trade goods across borders (F/PMP indicator). Customs cost and time studies institutionalized. Public and private sector officials trained in relevant trade areas (F/PMP indicator).

Outcome:

The government has both the capacity to maintain and drive continual improvements in domestic and regional customs operations. The time and cost to businesses for completing Georgian and regional customs operations are globally competitive, and businesses perceive customs operations as both fair and highly efficient.

▪ Strengthen Tax Systems

In close collaboration with the Ministry of Finance, State Revenue Agency, and business associations, the contractor shall implement solutions to improve tax collection procedures, develop tax advisory services, and improve the tax dispute resolution process. The contractor shall provide assistance to the Ministry of Finance to develop and implement an improved tax code, with a focus on improving the tax climate for SMEs. This component may include activities to improve tax payer rights, information, and advocacy services; increase transparency and efficiency in tax collection; enable improved identification and case management of non-filers and non-payers; facilitate greater understanding, enforcement predictability, and compliance with the tax code; and continue improvement in human capacity, systems, and procedures related to tax code enforcement. The contractor's effort shall be guided by the Fiscal Blueprint from the European Commission.

Required Outputs:

A comprehensive assessment of Georgia's current tax collection procedures and systems. Completion of approved annual action plans to strengthen Georgia's tax systems, including clear benchmarks and targets.

Targeted Results:

Sustainable mechanism to provide information to the private sector on tax issues implemented. Improved tax code implemented. Improved tax climate for SMEs. Tax revenues collection efficiency increased. Improved transparency of tax systems and enforcement methodologies. Decrease in average time required to file taxes (PMP indicator). Increase in voluntary tax compliance rate (PMP indicator). Improved perception of taxpayers that the process is efficient (PMP indicator).

Outcome:

Tax law, regulations, codes, operations, enforcement, and dispute resolution serve the revenue collection needs of the GoG, while not being prohibitive to foreign and direct investment and the operations of SMEs in the formal sector.

▪ Develop Procurement and Privatization Systems

In close collaboration with the Office of the Prime Minister, the Ministry of Economic Development, the State Procurement Agency, business associations, and other donors, the contractor shall support the GoG's development of transparent and open procurement and privatization procedures. This component shall be coordinated with the cross-cutting e-governance initiatives, and with any other USAID assistance in this area.

Required Output:

Completion of approved action plan to assist with implementation of an improved, transparent, and efficient procurement and privatization systems, including clear benchmarks and targets.

Targeted Results:

Transparent procurement and privatization systems established and functioning. Public sector officials trained to maintain and use the system.

Outcome:

GoG procurement and privatization systems and procedures are transparent, well designed, and well implemented. Required human capacity and maintenance programs are in place to sustain and modify systems as needed in the future.

▪ Improve Agricultural Policy Environment

The contractor shall conduct a comprehensive assessment of the current agricultural policy environment, including food safety and quality. Concluding the assessment, the contractor shall develop targeted interventions to improve the regulatory and policy environment, thereby supporting growth in agriculture production, value-added processing, and access to regional and global markets (as appropriate and consistent with targeted agriculture value chains in Component 2). The Contractor shall assist the Ministry of Agriculture to formalize groups of small holders as described under Component 2.

Required Outputs:

A comprehensive assessment of the current agricultural policy environment as described above, and a detailed list of targeted interventions to implement needed reforms in the agricultural policy environment. Completion of approved action plan to improve agricultural policy, including clear benchmarks and targets.

Targeted Results:

Agricultural policy is improved by the GoG through a consultative process with the business community. Small holders establish viable legal groupings to more efficiently participate in growing agriculture sector.

Outcome:

Regulatory and policy constraints to agricultural development are removed, small holders are established actors in the agriculture sector.

▪ Establish a Core Team of Local Specialists to Assist with Implementing Reforms

USAID has learned that there is great value in having technical assistance available on demand ~~for~~ to support reform champions in the GoG. The contractor shall establish and utilize a core team of local specialists to assist the GoG with new reform priorities. These specialists could be grouped into areas such as Competitiveness Analysis and Reform Targeting; Regulatory / Licensing; Procurement and Privatization; Tax; Customs; Property Rights; Commercial Disputes; Finance, Banking and Insurance; IT System Development; Human/Institutional Capacity Development; Provision of Information; and Policy Analysis.

Outputs:

Reforms team established; operational guidelines agreed upon with GoG counterparts.

Targeted Results:

Reforms identified and implemented (F/PMP indicator)

Outcome:

Champion in the GoG have ready access to key advisors, outside of government institutions and structures, that provide requested support to shape and move economic reforms.

Component 2 – Improve the Competitiveness of Targeted Agriculture Sectors: Resolution of long-standing problems in the agricultural sector has the potential to bring powerful and wide-reaching benefits to Georgia. Agriculture dominates the economic landscape in Georgia, making assistance to this sector critical. A litany of issues inhibits productivity and growth in the agricultural sector. Among these are limited market information and access to knowledge, small farm size, inefficient production practices, poor post handling practices, limited access to capital and financial services, limited access to inputs and extension services, poor infrastructure and limited access to domestic and regional markets. The contractor shall target selected agriculture value chains and strengthen participatory private enterprises to improve the competitiveness of targeted value chains and that of Georgia as a whole. The chosen value chains shall include at least four core product groups essential to improving the competitiveness of agriculture in Georgia, and at least two new or innovative product groups, where efforts may allow Georgia to seize upon sectors with high growth-potential. The overall goal is to increase the competitiveness of private enterprises in the agriculture sector by improving productivity and connecting or deepening the connection of Georgian products to viable market opportunities.

The contractor shall develop a tool to guide the consideration and selection of the agriculture value chains to target for improvement. The tool will consider the following factors (and possibly others):

- Potential and existing markets (e.g., domestic, regional and global)
- Total investment (e.g., donor, government and private sector) required to be competitive in targeted markets
- Resident capacity to exploit nontraditional interventions and/or technologies
- Business acumen and willingness to adopt change
- Expected participation of or reliance on horizontal actors, including but not limited to:
 - Providers of financial products and services

- Transportation providers
- Marketing, management and strategic advisors
- Audit, financial and consulting firms
- Expected participation of or reliance on vertical actors, including but not limited to:
 - Input providers
 - Agriculture services aggregators and providers (e.g., middle buyers, mechanization services, post harvest handlers)
 - Value-added processors or producers
- Extent to which the enabling environment hinders or enables value chains

Within the first 120 days of performance, the contractor shall present to USAID its findings and recommendations on agriculture value chains. In partnership with the GoG and USAID, and building on the achievements of recent USAID agricultural activities in Georgia, targeted agriculture value chains will be selected to achieve the greatest probable development impact (*i.e.*, EPI's five high-level targeted results) relative to available funds and depth of anticipated interventions.

Subsequently, the contractor shall facilitate and promote the required regulatory environments, business processes and operations, financing (including access to credit, equity raising schemes, grants, public private partnerships), appropriate and applicable technologies, market access mechanisms and linkages, management and human capacity, and vertical and horizontal market linkages to enable the development of the targeted agriculture value chains.

Successful strengthening of targeted agriculture value chains will be dependent upon or contribute directly to the integration of small farmers, vocationally trained artisans or laborers, business students, and others yet to be determined, into value chains. In light of this, the contractor will seek and exploit opportunities to collaborate with other U.S. Government funded activities and draw other USAID-funded beneficiaries into targeted value chains to leverage the development impact of U.S. Government funds invested in Georgia.

Sub-Component Benchmarks:

- Average revenues across 3,000 farms (primarily 5 hectares and more) and 100 agribusinesses increased by a minimum of 20% as a result of the direct assistance received through EPI by 18 months; the increase must be sustainable (PMP indicator).
- Average revenues across 8,000 (the previous 3,000 and an additional 5,000) farms and 300 agribusinesses (the previous 100 and an additional 200) annually increased by minimum of 10% as a result of the direct assistance received through EPI after 18 months; the increase must be sustainable (PMP indicator).
- At least 40 agricultural and enterprise service providers delivering assistance and training benefitting a minimum of 30,000 farms and 300 agribusinesses by 30 months, and continued assistance for the life of the project (PMP indicator)

Working primarily through and supporting Georgian intermediary organizations (e.g., agricultural service and input providers, associations, cooperatives and partnerships, agricultural colleges and other educational institutions, financial service providers, NGOs), the contractor shall encourage and support the delivery of a wide range of services intended to enhance growth and productivity across many different agricultural product groups. It is USAID's intention that these services will, to the maximum extent possible, be delivered through Georgian organizations in a manner most likely to result in sustained service delivery after the end of EPI. Within this assistance, the contractor shall look for opportunities to facilitate cooperation between local and

international education providers, input suppliers, and related institutions.

The contractor shall ensure that a minimum of 30,000 farmers benefit through training and technical assistance (offered primarily through the Georgian intermediary organizations) in production, marketing, post-harvest handling, and/or the application of technology to farm production, with the goal of increasing the revenues of these farms and enabling the sustainable provision of technical assistance and access to information. The contractor shall ensure that the assistance is made available to both men and women in an equitable manner.

While mid size and large farms and agribusinesses are primary target for this program, the small farms also will be assisted through different TA and service provision. In addition, at least 300 agribusinesses, principally those processing, packaging, collecting, selling, exporting, and transporting agricultural products, will be assisted with the goal of increasing their revenues. The contractor shall utilize joint action plans to coordinate activities with USAID's New Economic Opportunities (NEO) Initiative, which will raise incomes of small-scale farmers. Although it is often preferable and less risky to assist existing enterprises, where critical market gaps exist, it may be necessary to assist with the start-up of new enterprises and/or institutions. As part of its project management system, the contractor shall establish a database and data collection program to track clients served and the results of the assistance provided with USAID resources.

The contractor, in collaboration with the USAID Office of Energy and Environment, shall ensure that climate-friendly technologies are used when possible.

Required Sub-Tasks:

While the contractor will have significant flexibility in identifying needed interventions and developing an implantation methodology for achieving results, the following sub-tasks will be required to be implemented under this component. Some additional outputs and results are detailed below, but others are directly related to the component-level outputs and results detailed above.

▪ Sustainable Access to Information and Agricultural Services

Information asymmetries are problematic across the Georgian economy, but they are especially pronounced in the agricultural sector. Farmers and agribusinesses must have access to the information required to make sound business decisions. Therefore, a critical component of improving agricultural competitiveness will be the contractor's development of a system to ensure access to relevant and timely information required for business decision-making. Assistance in this area could also include dissemination of knowledge and successful agricultural practices, business models and technologies indentified as highly promising or promoted by the project or other donors, private sector or government activities. Development of this component shall be coordinated with Ministry of Agriculture and linked with the ICT component to ensure appropriate ICT and mobile technologies are used, and shall include establishing an Agricultural Market Information System. This component shall establish a link with the USAID-funded Access to Mechanization Program, Millennium Challenge Georgia-supported Farm Service Centers and USAID-funded Farmer to Farmer program to leverage enhanced technology for agricultural production.

The contractor shall improve provision of agricultural services to farmers and agribusinesses. Reliable and qualified service providers shall be identified and given assistance to strengthen and expand their service delivery capabilities. The contractor shall support provision of services demanded by the market and develop and implement models that are sustainable, although full cost-recovery from the first day may not be practical. This could include establishing an agricultural center of excellence; strengthening extension services and improving research capacity; expanding vocational and/or university programs in agriculture; enhancing provision of agricultural services through input suppliers and nurseries; and assisting producers to meet food safety regulations.

Required Outputs:

Completion and execution of actions plans to expand access to agricultural services and information; at least 40 agricultural and enterprise service providers delivering a combination of assistance and training courses to a minimum of 30,000 farms and 300 agribusinesses.

Targeted Results:

Efficiency in agriculture markets is sustainably improved by access to near real-time demand and pricing information; farmers have access to affordable service providers to increase on-farm productivity and improve post harvest handling techniques; farmers and agribusiness professionals trained; increased hectares utilizing improved agricultural practices.

Outcome:

Sustainable provision of needed services and information to farmers and agribusiness; Increased market efficiency due to productivity increases; production processes more sophisticated; university-industry collaboration in extension activities improved.

▪ Develop Appropriate Model to Unify Small Holders into Groups

Working with the Ministry of Agriculture, the contractor shall develop a model to bring together numbers of small holders into unified groups (e.g., farmer associations, cooperatives, producer organizations). Such model will be structurally appropriate in the context of Georgian societal norms and perceptions, be legally recognized, be able to leverage purchasing and selling powers, have access to financial services, and link into appropriate food production value chains.

Required Outputs:

In partnership with the Ministry of Agriculture, a model that will bring together numbers of small holders into unified groups as described above.

Targeted Results:

Small holders establish viable legal groupings to more efficiently participate in growing agriculture sector.

Outcome:

Small holders are established actors in the agriculture sector.

Component 3: Improve the Competitiveness of Targeted Non-Agriculture Sectors: A dynamic economic environment, information asymmetries, and a nascent private sector provide high-impact opportunities to improve the competitiveness of Georgia's non-agricultural private sector as well. The Georgian private sector has changed dramatically in recent years. Domestic and regional tourism opportunities continue to grow, and the information, communication, and technology industry in Georgia has the potential to contribute significantly to multiple economic sectors, and to flourish as a stand-alone sector in the economy. However, a debilitated industrial capacity, weak and limited market linkages, limited access to capital, developing business acumen, and the lack of information among other constraints is limiting the expansion of Georgia's private sector. The global economic downturn has unfortunately contributed to the challenges in Georgia and heightened the urgency to improve productivity and competitiveness in Georgia, given a significantly more competitive global environment and scarcity of resources.

This component should build upon work completed under previous USAID/Caucasus-Georgia competitiveness and private sector development activities. The overall goal of this component is to increase the competitiveness of private businesses by improving productivity and connecting, or deepening the connection of, Georgian

products to viable market opportunities.

The contractor shall target selected non-agriculture private sector value chains and strengthen participatory private enterprises to improve the competitiveness of targeted value chains and that of Georgia as a whole.

The Contractor shall develop a tool to guide the selection of non-agriculture value chains to target with development assistance. ICT shall be one of the sectors evaluated. The tool will consider the following factors and assign to them some quantitative measure, supported by qualitative justification, to provide a clear summary of investment options:

- Potential and existing markets (e.g., domestic, regional and global)
- Total investment (e.g., donor, government and private sector) required to be competitive in targeted markets
- Resident capacity to exploit nontraditional interventions and/or technologies
- Business acumen and willingness to adopt change
- Expected participation of or reliance on horizontal actors, including but not limited to:
 - Providers of financial products and services
 - Transportation providers
 - Marketing, management and strategic advisors
 - Audit, financial and consulting firms
- Expected participation of or reliance on vertical actors, including but not limited to:
 - Input providers
 - Aggregators and dealers (e.g., middle buyers)
 - Value-added processors or producers
- Extent to which the enabling environment hinders or enables value chains

Within the first 120 days of performance, the contractor shall present to USAID its findings and recommendations on non-agriculture value chains. In partnership with the GoG and USAID, the tourism sector plus four other value chains will be selected to achieve the greatest probable development impact (*i.e.*, EPI's five high-level targeted results) relative to available funds, and breadth and depth of anticipated interventions.

Subsequently, the contractor shall ensure that the required regulatory environments, business processes and practices, financing (including access to credit, equity raising schemes, grants, and public-private partnerships), appropriate and applicable technologies, market access mechanisms and linkages, management and human capacity, and vertical and horizontal value chain linkages are in place to enable the development of the targeted VCs.

Successful strengthening of targeted VCs will be dependent upon or contribute directly to the integration of small businesses, vocationally trained artisans or laborers, business students, and others yet to be determined, into value chains. In light of this, the Contractor will seek and exploit opportunities to collaborate with other USAID funded activities and draw other USAID-funded beneficiaries into targeted value chains to leverage the development impact of U.S. Government funds invested in Georgia.

Objective - Increase competitiveness of targeted VCs by directly strengthening key enterprises and or stakeholders

Sub-Component Benchmarks:

- Average revenues across at least 500 small, medium, and large enterprises in targeted non-agriculture sectors increase by a minimum of 25% as a result of the assistance received through EPI by 18 months into the contract, and a minimum annual increase of 20% thereafter. (PMP indicator)
- At least 10 business service providers delivering high quality productivity-enhancing services to industries by 24 months into the contract and continuing thereafter.
- Service providers delivering combination of individualized assistance and training courses benefitting a minimum of 500 enterprises in priority industrial and service sectors by 12 months into the contract, and continued assistance for the life of the project.

Required Sub-Tasks:

While the contractor will have significant flexibility in identifying needed interventions and developing an implantation methodology for achieving results, the following sub-tasks will be required to be implemented under this component. Some additional outputs and results are detailed below, but others are directly related to the component-level outputs and results detailed above.

- Improve the Competitiveness of the Tourism Sector
The contractor shall remove (or identify for removal by a competent body) constraints and foster development of the tourism sector, with a focus on domestic and regional tourism. This component may involve developing linkages between agriculture and tourism, and developing the connections to regional tour operators in the South Caucasus countries. The contractor shall also examine the possibility of low-cost European airlines operating in Georgia in collaboration with the Department of Tourism. An early output from work in this sector shall be the development of a tourism marketing action plan at the business level to increase productivity and sales of tourism-related businesses.

Outputs:

Competitiveness analysis of tourism sector; 3-year tourism development and marketing action plan; capacity building of public and private sector

Results:

Government of Georgia accepted action plan for tourism development; improved perceptions of tourism services and infrastructure; increased tourism expenditures; increased number of tourists; increased productivity of tourism sector (PMP indicator); increased profits (PMP indicator)

Outcome:

A coherent and comprehensive tourism development action plan is put in place, resulting in improved tourism services, infrastructure and profits.

- Improve Competitiveness of the ICT Sector
Information and communication technology is important not only for its potential for economic growth and employment, but more importantly, because of the transformative nature of ICT in other industries. Internet and telephone technologies can expand access to price information for agricultural producers, assist compliance with tax filings and other registration requirements (e-government and e-business applications), and assist businesses with accessing external markets, etc. ICT shall be used to improve competitiveness in the agriculture and non-agriculture sectors targeted under Components 2 and 3.

The contractor shall identify viable enterprises in the ICT sector. Working through associations and business service providers, the contractor shall assist with upgrading operations, process improvement

activities, obtaining international certifications on recognized quality standards, and establishing linkages with external markets.

The contractor shall pursue opportunities to create technology and innovation centers drawing on capabilities and resources of major multinational ICT corporations. Where feasible, centers should be developed in partnerships with local and international investors. Sub-awards may be used to facilitate these developments, but leveraged with local and foreign investment to the maximum extent possible.

Output:

Yearly training and capacity development action plans for ICT companies benefitting from linkages to targeted agriculture and non-agriculture sectors; yearly assessment and action plan for the development of public-private partnerships; capacity building of public and private sector

Results:

Increased productivity of ICT sector (PMP indicator); increased revenues (PMP indicator); improved access to ICT technologies and innovation

Outcome:

The ICT is an established sector that provides competitively priced quality products and services to Georgian enterprises, and the GoG.

IV. Special Considerations

Cross-cutting Activities

Analysis, access to information, human capacity development, use of modern technologies, forging long-term linkages, and building local institutions are critical themes of EPI and shall be used as tools to improve the effectiveness and efficiency of assistance.

I. Information and Knowledge Sharing:

The contractor shall improve availability of economic and market information about Georgia and the neighboring countries. This component will facilitate a broader understanding of Georgia's economic reform and how businesses and individuals can benefit from such reforms. Assistance shall include the development of systems and sustainable activities to promote greater understanding within the public and private sector (including media) of government reforms and regulations and work to enhance the capacity within the public and private sector to analyze policy options and international experience related to economic policy and reform.

Initiatives shall include but not be limited to the following:

- Assist Georgian “think-tanks”, universities, and/or government statistical agencies in their ability to collect and analyze relevant economic data.
- Assist print and broadcast journalists in their ability to collect, interpret, and disseminate relevant data about the economy and competitiveness in cooperation with a new USAID Media Project.
- Increase and improve public-private sector dialogue on business and policy issues.
- Carry out periodic public events that inform the business and government communities about key economic trends, issues, problems, and opportunities

While implementing these and other similar public information activities, the contractor shall maintain an independent and unbiased perspective, be an advocate for economic reform and openness, and not be seen as supporting a particular political party or position on economic policy matters.

Output:

Recurring dialogues in and between the government, businesses and citizens fosters greater cooperation and support to further improve economic governance.

Targeted Result:

Increased percent of citizens knowledgeable about key reforms and policies (PMP indicator);
Policies/regulations/administrative procedures analyzed (F/PMP indicator)

Outcome:

Sustainable mechanisms to analyze and provide economic information established, leading to enhanced capacity within media, parliament, and partner organizations to analyze and provide information on economic reforms and developments.

2. Information Technology and E-Governance Initiatives:

The contractor shall pursue opportunities to leverage ICT, technology transfer, and E-Governance technologies. Specific partners may include the Prime Minister's Office, Ministry of Finance, Ministry of Economic Development, Ministry of Agriculture, Ministry of Regional Development and Infrastructure, Parliament, Ministry of Justice, Unified Data Agency, Central Bank, Regional and Municipal Government Authorities, business associations, and leading industries. The contractor shall identify and implement public and private sector information technology improvements, use of mobile technology, technology transfer, and e-governance initiatives. In addition to the development and implementation of ICT and e-governance solutions, activities may include the development of training curricula and programs.

Required Output:

The Georgian ICT sector provides innovative solutions that greatly enhance the implementation of EPI, and the competitiveness of targeted sectors. .

Targeted Results:

High-impact ICT interventions are implemented and utilized to achieve program target results.

Outcome:

The ICT sector is recognized and performs as a competitive solution provider to Georgian enterprises and the GoG.

3. Establish University Partnerships and Public-Private Sector Partnerships:

The contractor shall promote partnerships between local institutions and US universities, and utilize public-private sector partnerships when appropriate. The focus of university partnerships shall be to strengthen local agricultural, private-sector, and educational institutions to improve competitiveness through capacity building, technical assistance, and institutional development. University or other partnerships may also be used to leverage short-term technical expertise. Specific areas may include assistance to improve training for agronomists, animal breeders, and veterinarians, and develop sustainable provision of agricultural services. The Contractor shall present options to USAID for using public-private sector partnerships to support the objectives outlined under components 1, 2 and 3.

Required Output:

High-impact partnerships that will greatly enhance the ability of the project to meet its target results and achieve sustainability

Targeted Results:

Lasting partnerships established between Georgian education institutions and businesses or business sectors.

Outcome:

Long-term sustainable partnerships are formed between businesses and educational institutions that promote demand driven curriculum, skills and technology development.

4. Grants-Under-Contract:

The contractor shall utilize grants-under-contract across all areas of the EPI contract in order to facilitate the achievement of program objectives with a particular focus on working through Georgian institutions and ensuing sustainability. The Contractor shall provide a mechanism for “grants-under-contract” consistent with USAID policy. Cost-sharing should be required for grants.

Illustratively, grants shall be used to achieve objectives such as:

A. Strengthen local firms, institutions or organizations to enable the development of training programs; sustainable provision of information or needed services; or to perform economic research and/or analysis that will help achieve program goals.

B. Facilitate GDAs or the establishment of other partnerships with international organizations, universities, business or associations that will help to achieve program goals.

C. Enable the adoption of new technologies, practices, and/or provide infrastructure in order to establish new business models that can be replicated in Georgia. These types of business development grants should not be used to promote further utilization of technologies or practices already widely in use in Georgia. The project should work to facilitate access to credit, investment, or other forms of financing when promoting existing technologies.

D. Assist with the procurement of priority government IT systems to enable greater operational efficiency and the improved delivery of services.

E. Improve access to finance through the creation of sustainable financial service mechanisms.

Required Outputs:

At least \$6 million in sub-awards are made in order to achieve core results of EPI and develop appropriate financial services mechanisms.

Targeted Results

Grants to facilitate institutional development, improved economic competitiveness, enable the utilization of modern IT systems, and increased lending.

Outcome:

Strengthened local economic institutions, improved economic competitiveness and improved access to finance.

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING STRATEGY

(a) This contract implements the Economic Prosperity Initiative. The program is a collaborative effort between USAID and the Government of Georgia. USAID will be highly visible in leading implementation of the Economic Prosperity Initiative.

(b) The contractor's identity or logo will not be displayed.

(c) The contractor shall implement the Branding Strategy through a Branding Implementation Plan and a Marking Plan, as approved by the COTR. Specific guidance is available at:

<http://www.usaid.gov/policy/ads/300/320.pdf> and
http://www.usaid.gov/branding/USAID_Graphic_Standards_Manual.pdf .

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is _____ through _____.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the Expected Results and Performance Management Plan set forth in Section C will be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

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

Monitoring and evaluation shall be an on-going, collaborative process with the participation of the Contractor, USAID, counterparts, and other stakeholders. The Contractor will develop and submit, with the annual Work Plan, an overall performance management plan (PMP) to the COTR at USAID/Caucasus-Georgia for review and approval. The PMP shall track: standard indicators of the F structure; other project-specific performance indicators (both input/output and impact) as suggested by the Contractor and/or USAID; results targets, milestones, and clearly defined benchmarks including the relevant target timeframe; baseline information; and data quality assessment plans.

The Contractor will collect and submit to USAID/Caucasus-Georgia all applicable PMP indicator data two times per fiscal year.

1. Data for the first half of each fiscal year (*i.e.*, October 1 – March 31) will be submitted to USAID no later than 30 days from the end of the period.
2. Data for the second half of each fiscal year (*i.e.*, April 1 – September 30) and data for the whole fiscal year (*i.e.*, October 1 – September 30) will be submitted to USAID no later than 30 days from the end of

the period.

Analysis and review of ongoing PMP data will ensure that the PMP effectively captures and adequately measures the expected outputs, results, outcomes and high-level targeted results outlined in the work plan. USAID or its designee will also conduct mid-term and final project evaluations.

The performance reporting timeline will include:

1. Initial work plans will be due as follows. Subsequent work plans will be due annually based on the submission date of the Phase II work plan.

Phase I:	Work plan covering initial assessments, development of action plans, approach to selecting targeted sectors and development of specific interventions	Within 30 days of signing contract
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Phase II:	Work plan covering first 12 months of technical assistance in all three components and cross cutting activities, including PMP with specific timeline benchmarks for activity implementation	Within 180 days of signing contract
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2. Annual reports will be due 30 days from the end of the fiscal year (*i.e.*, September 30); These reports should include at a minimum an annual summary of:
 - a. Progress and challenges for the project as a whole, and by component; cross-cutting issues should be incorporated through such discussions as appropriate; status of work plan completion; and status of performance indicators;
 - b. Utilization (*i.e.*, numbers and areas of focus) of interns from Georgian universities, trade schools, or other applicable institutions;
 - c. Utilization (*i.e.*, numbers and areas of focus) of Georgian businesses, organizations, or institutions to facilitate the achievement of this project's objectives;
 - d. Instances (*i.e.*, numbers and areas of focus) when the Contractor recommends to USAID appropriate opportunities to incorporate USG personnel from various departments, agencies or organizations; and
 - e. Budget to actual summary and detail.
3. Quarterly reports will be due 15 days from the end of fiscal year quarter. These reports should include at a minimum a quarterly summary of:
 - a. Brief updates on progress and challenges for the project as a whole, and by component; cross-cutting issues should be incorporated through such discussions as appropriate; status of work plan completion; and status of performance indicators;
 - b. Updates (brief narrative and indicators) on achieving performance indicators and will be used primarily for USAID operational and performance reports;
 - c. Utilization (*i.e.*, numbers and areas of focus) of interns from Georgian universities, trade schools, or other applicable institutions;
 - d. Utilization (*i.e.*, numbers and areas of focus) of Georgian businesses, organizations, or institutions to facilitate the achievement of this project's objectives;
 - e. Instances (*i.e.*, numbers and areas of focus) when the Contractor recommends to USAID appropriate opportunities to incorporate USG personnel from various departments, agencies or organizations; and
 - f. Budget to actual summary.
4. Concise monthly performance reports will be due within two weeks of month end. These reports should be designed to update government and private sector counterparts on project activities; and to provide a summary to the USAID COTR on estimated total project expenditures (current and expected);

5. Brief weekly updates on key developments that can be used to brief senior USAID and State Department Officials are due by opening of business (Tbilisi) every Thursday.
6. The Contractor will be responsible to ensure that the results of the activities outlined in approved Work Plans are reflected in project performance reports. The Contractor is also responsible for ensuring that all reports are written in a concise, professional manner.

F.5 KEY PERSONNEL

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

Chief of Party:	TBD
Deputy Chief of Party:	TBD
Component Head – Economic Governance	TBD
Component Head – Agriculture Sector	TBD
Component Head – Non-Agriculture Sectors	TBD

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.

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 contracting officer's technical representative (COTR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

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

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

(2) The SF-1034 should be supported with the attached spreadsheet indicating contractor's expenditures broken down by countries and budget categories in accordance with the Section B.4 Price Schedule. The report should be supported with the detailed cost breakdown of program expenses, including seminars, grants, roundtables, etc.

(3) 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/Caucasus
Regional Contracting Office

Email: RCOCaucasus@usaid.gov

U.S. based mailing address:
USAID/DOS
7060 Tbilisi Place
Washington, DC 20521

Street/delivery address:
USAID/Caucasus
Regional Contracting Office
11, George Balanchine Street
Tbilisi 0131 Georgia

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative from the Office of Economic Growth in USAID/Caucasus-Georgia will be designated by a separate Administrative letter issued by the Contracting Officer.

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 COTR 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 "Contracting Officer's Technical Representative" 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 COTR 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 COTR 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, and schedules shall be made only by the Contracting Officer.

(c) The COTR 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 COTR, the COTR may designate someone to serve as COTR in their

place. However, such action to direct an individual to act in the COTR'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 COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is:

Street/delivery address:

USAID/Caucasus,
Office of Financial Management
11, George Balanchine Street
Tbilisi 0131, Georgia

U.S. based mailing address:

USAID/DOS
7060 Tbilisi Place
Washington, DC 20521-7060

G.6 ACCOUNTING AND APPROPRIATION DATA

TBD

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 INSURANCE AND SERVICES

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

AON
199 Fremont Street, Suite 1400
San Francisco, CA 94105

Point of Contact:
Regina Carter
(415) 486-7554

H.3 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.4 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

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

(A) Via E-mail: docsubmit@usaid.gov;

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

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

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

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

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

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

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

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

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

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

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

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

H.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 and 110.

H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

TBD

H.7 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.8 LANGUAGE REQUIREMENTS

Fluent English is required for contractor's long- and short-term expatriate professionals. Proficiency in English and Georgian is required for local professional and key administrative personnel.

H.9 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

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

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

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

H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

H.11 REPORTING OF FOREIGN TAXES (JULY 2007)

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. (v) Only

foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the original reports to: the Office of Financial Management, ATTN: Regional Controller at 11 George Balanchine Street, Tbilisi 0131 Georgia. Please include the words "**Section 579 Interim Report**" in the subject line. One copy of each report should be sent to the respective COTR for the award and one copy to the Contracting Officer, John Lord at JLord@USAID.GOV .

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

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

H.12 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

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

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

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 <http://www.acqnet.gov/far/index.html> for electronic access to the full text of FAR clauses and <http://www.usaid.gov/policy/ads/300/aidar.doc> for the full text of AIDAR clauses.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
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	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.222-3	CONVICT LABOR	JUN 2003
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984

52.232-17	INTEREST	OCT 2008
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	APR 2010
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989

752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

a) *Definitions.* As used in this clause—

"Coercion" means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Involuntary servitude" includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

I.4 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.5 52.232-25 PROMPT PAYMENT (OCT 2008)

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 contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (ii) Affected contract number and delivery order number if applicable;
- (iii) Affected contract line item or subline item, if applicable; and
- (iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

I.6 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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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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/

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/

ATTACHMENT 4 - SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

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)	

52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO (AUG 2003) FOREIGN NATIONALS	
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K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.
- (2) The small business size standard is \$7.0 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (d) applies.
 - (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
 - (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-38](#), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.
- (xix) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- (iii) [52.219-22](#), Small Disadvantaged Business Status.
- (A) Basic.
- (B) Alternate I.
 - (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
 - (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
 - (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
 - (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).
 - (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.
 - (ix) [52.227-6](#), Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
 - (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

K.3 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

If the offeror checked "Yes" above, the offeror shall—

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

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

K.4 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.5 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)	

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

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

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

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

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

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

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

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose

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

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

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

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

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

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

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

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

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

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

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

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

L.4 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(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:

Hand-Carried Address:

USAID/Caucasus
Regional contracting Office
11 George Balanchine Street
Tbilisi 0131 Georgia

Mailing Address:

USAID/Caucasus
Department of State
7060 Tbilisi Place
Washington, DC 20521-7060

(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://www.acqnet.gov/far/index.html>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal:

(i) Electronically - internet email with up to 6 attachments (2MB limit) per email compatible with MS Word (.doc), Excel (.xls), Adobe Acrobat (.pdf) in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile or a scanned image attachment. (Facsimile of the entire proposal is not authorized);

and

(ii) via regular mail - sending 4 paper copies of a technical proposal and one original, and 4 copies of a cost proposal and one original, 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 paper copies of a technical proposal and one original and 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

Proposals shall not exceed 30 pages, not including title page, table of contents, resumes of key personnel, past performance information, and branding implementation plan (in a separate annexes). Other annexes beyond 30 pages will not be read or evaluated. The proposal shall include:

Section 1: Technical Approach

For Components 1, 2 and 3 the offeror shall describe, and provide illustrative examples as appropriate, its:

- Understanding of local context and development challenges faced by Georgia.
- Technical capacity and ability to address development challenges faced by Georgia and affect the intended outputs, results, benchmarks, outcomes of each component and the five high-level results for the project as a whole.
- Approach(s) to:
 - Leverage assistance resources and efforts within the project, and in coordination with other projects or activities;
 - Integrate cross cutting activities into each component;
 - Identify, coordinate with, and collaborate with key stakeholders, partners and beneficiaries;

- Deliver technical assistance to targeted beneficiaries to promote competitiveness of key actors and whole sectors;
- Ensure long-term sustainability, and capacity development of targeted beneficiaries; and
- Incorporate Georgia specific gender considerations.

For Component 1 specifically, the offeror shall describe its:

- Methodology to conduct assessments of business enabling environments, identify key constraints or opportunities, and support the implementation of reforms that will positively contribute to attaining the objectives of Components 2 and 3.
- Approach to ensure linkage(s) between assistance to implement reforms and achieving the five high-level results.

For Components 2 and 3 specifically, the offeror shall describe its:

- Methodology to assess agriculture and non-agriculture value chains that might be targeted for assistance, and how conclusions would be presented for review by GoG and USAID.

Section 2: Organizational Capacity

For the project as a whole, the offeror shall describe and or illustrate as appropriate:

- The proposed staffing pattern, including illustrative position titles and names of identified individuals (resumes may be submitted in an annex). NOTE: USAID does not encourage exclusive agreements for non-key personnel.
- A plan to transition principal (*i.e.*, non-key personnel positions that are encumbered with decision making and management authority) and key personnel positions to Georgian staff, as appropriate.
- The management structure and the roles of responsibilities for the prime contractor, subcontractors, and local partners. This shall include at the level of each organization, a description of technical capacity and ability specific to each component or cross cutting activity. Additionally, and if applicable, the offeror shall describe its approach to managing a consortium, including ensuring buy-in from members, developing work plans, providing timely reporting, delivering technical assistance, and maintaining a client focus while promoting the project’s beneficiaries.

Section 3: Personnel

The offeror shall propose individuals for the following five “key personnel” positions:

- Chief of Party
- Deputy Chief of Party
- Component Head – Economic Governance
- Component Head – Agriculture Sector
- Component Head – Non-agriculture Sectors

CVs/Resumes detailing proposed key personnel’s experience.

CVs/Resumes must include:

- Name/address
- Proposed position/level and duties to be performed
- Chronology of relevant work and academic experience
- Duration of relevant work/academic experience (*Relevant months as well as years must be included*)
- Full or part-time
- Description of duties performed
- Contact information for references

For professional positions, including CCNs, biographical data (USAID Form 1420-17) for proposed direct labor, containing salary history for the prior three years and proposed salary rate. Bio-data must be properly certified and signed in original signatures by both the employee and the Offeror. These forms will be submitted in the Cost Proposal.

A certification that no USAID employee has recommended the use of an individual or subcontractor under the proposed contract who was not initially identified by the Offeror's organization.

Section 4: Institutional Past Performance

The offeror shall provide Past Performance References (PPRs) for all projects of similar scope and complexity implemented within the last 3 years.

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

1. List in an annex to the technical proposal the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar type of work, magnitude, complexity and the currency of the performance.
2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - Skills/expertise required,
 - Dollar value, and
 - Contract type, i.e., fixed-price, cost reimbursement, etc

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

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

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

* Required by FAR 15.305(a)(2)

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

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

(2) As part of the evaluation of performance in Section M.1 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s). (3) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business

concerns must do the following: (A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved. (B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years. (C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

Section 5: Branding Implementation Plan and a Marking Plan:

As required in Section D.2, the proposal will include the offeror's provisional plan for implementation of the Branding Strategy, as an annex, not to exceed 2 pages.

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 offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The estimated cost for the four-year period is \$45 million including fixed fee (if any). The fixed fee, if any, is to be determined. Offerors shall use \$6 million as the cost of grants under contract within the \$45 million ceiling.

(a) Each offeror shall provide a detailed breakdown for each line item listed in Section B.4. Supporting "Budget Notes" assumption narrative and spreadsheet(s) in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract, for the period of the contract.

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

(c) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(d) The representations and certifications, as set forth in Section K. of this solicitation, with the last page signed. This should be completed by subcontractors as well.

(e) The offeror and each subcontractor shall include a Statement of Contingent Fees (SF 119) if required by Section K.

(f) Small Business Subcontracting Plan

- (g) The offerors shall submit Standard Form 1411 entitled "Contract Pricing Proposal Cover Sheet".
- (h) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
- (i) A copy of the offeror's personnel policies in effect at the time the offer is submitted.
- (j) A copy of the offeror's travel policies in effect at the time the offer is submitted.
- (k) A copy of the current Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein. All technical evaluation factors, taken as a whole, are of greater importance than cost or price in determining best value.

(a) Contractors should note that these criteria serve to (a) identify the significant matters that applicants should address in their proposal and (b) set the standard against which all applications will be evaluated. The technical proposal will be scored by a Technical Evaluation Committee (TEC) using the criteria and weights described in this Section. The TEC will evaluate the proposed technical approach, organizational capacity, key personnel, and institutional past performance for their perceived contribution to achieve the specified *Results Targets*, *Benchmarks*, and *Outcomes* as follows:

Technical Evaluation Criteria	Weight
Technical Approach	45 points
Organizational Capacity	15 points
Key Personnel	25 points
Institutional Past Performance	15 points
<i>Total Possible Technical Evaluation Points</i>	<i>100 points</i>

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

Section 1: Technical Approach, (45 points):

The offeror's technical approach will be reviewed for the following:

- Demonstrated understanding of development challenges faced by Georgia.
- Clarity and demonstration of proposed technical approach to achieve the intended results, benchmarks and outcomes of the project.
- Practicality of proposed approach(s) to:
 - Leverage project's resource and efforts;
 - Integrate and utilize cross cutting activities;
 - Work with key stakeholders, partners and beneficiaries;
 - Develop the competitiveness of key actors and whole sectors;
 - Ensure long-term sustainability and capacity development of targeted beneficiaries;
 - Assess business enabling environment, and identify constraints or opportunities;
 - Ensure linkages between implementation of reforms and achieving the objectives of each component and the five high-level results;
 - Address Georgia specific gender considerations; and
 - Use of grants to achieve objectives
- Depth of and business approach to assessing agriculture and non-agriculture value chains that might be targeted for assistance, and presentation of resulting conclusion(s).

Section 2: Organizational Capacity, (15 points):

The offeror's organizational capacity will be reviewed for the following:

- Practicality and functionality of the proposed staffing pattern.

- Timeliness, approach and perceived success of the plan to transition principal (*i.e.*, non-key personnel positions that are encumbered with decision making and management authority) and key personnel positions to Georgian staff.
- Practicality and functionality of the roles and responsibilities of the prime contractor, subcontractors, and local partners (*i.e.*, the consortium), and the proposed approach to manage the consortium to achieve the project's intended results.

Section 3: Key Personnel, (25 points):

- Chief of Party
 - Experience (at least 10 years required) managing complex, integrated economic and private sector development projects in countries or regions with comparable development challenges.
 - Demonstrated success of breaking down development challenges, creating and implementing solutions, and achieving measureable results in the areas of economic governance, private sector competitiveness, and or private sector agriculture.
 - Demonstrated ability to manage multiple components simultaneously, multifunctional teams, international personnel, host country government relations, and client satisfaction.
 - Education (Master's or Ph.D. in relevant field is strongly preferred).
- Deputy Chief of Party
 - Management experience (at least 7 years required) gained in complex, integrated economic and private sector development projects in countries or regions with comparable development challenges.
 - Demonstrated success of breaking down development challenges, creating and implementing solutions, and achieving measureable results in the areas of economic governance, private sector competitiveness and or private sector agriculture.
 - Comprehensive knowledge of USAID policies, procedures, regulations and reporting requirements.
 - Demonstrated ability to manage for success in multi-component projects with multifunctional teams and international personnel.
 - Language capability (Fluency in Georgian preferred).
 - Education (Master's in relevant field is strongly preferred).
- Component Head – Economic Governance
 - Experience (at least 5 years required) managing projects, activities, or components responsible for strengthening economic governance in countries or regions with comparable development challenges. Clearly demonstrates making linkages between assistance and enforcement of reforms.
 - Demonstrated ability to manage for success in multi-component projects with multifunctional teams and international personnel.
 - Education (Master's or Ph.D. in related field is strongly preferred).
- Component Head – Agriculture Sector
 - Experience (at least 5 years required) managing projects, activities, or components responsible for strengthening the competitiveness of private sector agriculture in countries or regions with comparable development challenges. Clearly demonstrates making linkages between assistance and new or increased engagement in targeted markets.

- Demonstrated ability to manage for success in multi-component projects with multifunctional teams and international personnel.
- Relevant private sector experience.
- Education (Master's or Ph.D. in related field is preferred).
- Component Head – Non-agriculture Private Sectors
 - Experience (at least 5 years) managing projects, activities, or components responsible for strengthening the competitiveness of various private sectors in countries or regions with comparable development challenges. Clearly demonstrates making linkages between assistance and new or increased engagement in targeted markets.
 - Demonstrated ability to manage for success in multi-component projects with multifunctional teams and international personnel.
 - Relevant private sector experience.
 - Education (Master's or Ph.D. in related field is preferred).

Section 4 : Institutional Past Performance, (15 points):

- Successful track record in implementing activities similar to those in Section C.
- Cost control, including forecasting and budgeting.
- Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of components.
- Customer and stakeholder satisfaction.
- Success implementing and managing several complex activities simultaneously.
- Coordination among subcontractors, beneficiaries, and other donor activities.
- Appropriateness and effectiveness of key personnel including, ability to identify and mobilize short term technical experts.
- Support from home office.
- Use of small businesses as subcontractors

B. Cost Proposal

The offeror should propose a cost structure that will provide the best value and greatest results at the lowest cost. Each offeror's cost proposal will be evaluated in terms of reasonableness and cost realism to determine the appropriate cost for the work, the offeror's understanding of the work, and the offeror's ability to perform the work.

Cost has not been assigned a numerical weight. Offerors are reminded that the U.S. Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (see FAR 15.101-1) or to the offerors with the highest technical evaluation score. After the final evaluation of the proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government, considering both technical and cost factors. It should be noted that estimate cost is an important factor and its importance as an evaluation factor will increase as the degree of equality of technical competence between proposals increases.

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will

establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award one contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.3 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: Cuba, Syria, Iran, North Korea, and Libya.

(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.

(e) Code 110 – Independent states of the former Soviet Union.

* 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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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. 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 registrant under the Lobbying Disclosure Act of 1995 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including 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 the 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. SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

http://www.usaid.gov/forms/model_small_bus_plan.doc

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

MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

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

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

1. Type of Plan (Check One)

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

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

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

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

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

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:

\$ _____ and _____ %

(ii) Total dollars planned to be subcontracted to small business concerns is:

\$ _____ and _____ %*

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:

\$ _____ and _____ %*

(iv)

(v) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is:

\$ _____ and _____ %*

(vi) Total dollars planned to be subcontracted to HUBZone small business concerns is:

\$ _____ and _____ %*

(vii) Total dollars planned to be subcontracted to small disadvantaged business concerns is:

\$ _____ and _____ %*

(viii) Total dollars planned to be subcontracted to women-owned small business concerns is:

\$ _____ and _____ %*

(*Expressed as a percentage of "A")

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

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

(check all that apply)

Subcontracted

Supplies/Services LB SB VOSB SDVOSB HUBZone SDB WOSB

(Attach additional sheets if necessary.)

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

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

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

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

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

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

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

(10) Assurances that the offeror will--

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

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

ADDRESS:

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

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

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____