



**USAID**  
FROM THE AMERICAN PEOPLE

Date Issued: June 16, 2008  
Questions Due: July 8, 2008  
Closing Date: August 15, 2008  
Closing Time: 4:00PM (Budapest Time)

**SUBJECT:** Request for Proposal (RFP) No. 182-08-14  
Technical Assistance for Competitive Enterprise Development (CED) Project in Albania.

Dear Sir/Madam:

The United States Government, represented by the U.S. Agency for International Development (USAID), Regional Services Center (RSC) in Budapest, is seeking proposals from qualified organizations interested in providing technical assistance to implement the Competitive Enterprise Development (CED) Project in Albania in accordance with the terms of this solicitation. This is a full and open competition. The procedures set forth in FAR Part 15 shall apply.

Section **C** of this solicitation sets the activities required to be implemented. Section **L** of the RFP sets forth instructions for the preparation and submission of proposals and specifies the required contents of proposals. Please submit your proposal in accordance with the requirements in Sections **C** and **L** of this solicitation. Section **M** states the criteria by which proposals will be evaluated, and the award will be made.

USAID plans to award a five-year period cost-plus-fixed fee, completion contract with a total estimated cost in the range of U.S. Dollars \$9.50 million to \$9.98 million, inclusive of fee, and subject to availability of funds. Revealing the Government cost estimate for the contract does not mean that offerors should necessarily strive to meet the maximum amount.

Interested firms can register and use the Interested Vendor List (IVL) accessible through this solicitation on the FedBizOpps web page, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation. USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as the prime contractor or as subcontractors in accordance with Part 19 of the FAR. The North American Industry Classification System (NAICS) code for this acquisition is 541990. The small business size standard is \$6.5 million.

Any amendments to this solicitation will be issued and posted on the website along with the RFP. Offerors are encouraged to check the FedBizOpps website ([www.fbo.gov](http://www.fbo.gov)) periodically. It is the responsibility of the offeror to ensure that solicitation or any amendments to it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

### **Questions**

Potential offerors may submit questions in writing, by email to Ms. Martha L. Aponte at: [maponte@usaid.gov](mailto:maponte@usaid.gov) and Ms. Szilvia Illes at: [silles@usaid.gov](mailto:silles@usaid.gov), at the USAID Regional Services Center, Regional Contracting Office, Budapest. **The deadline for receipt of questions and/or requests for clarifications is July 8, 2008, at 3:00pm Budapest time. No questions will be accepted after this date.** Any communications pertaining to this RFP must be through the RCO/Budapest.

Issuance of this solicitation does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for any costs incurred in the preparation or submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government. Thank you for your interest in USAID programs.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 2	PAGES 91
2. CONTRACT NUMBER  TBD	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SFAI FD BID (IFR) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED  June 16, 2008	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. Agency for International Development Regional Service Center, Regional Contracting Office Bank Center, Granite Tower, 4th Floor Szabadsag ter 7-9, 1944 Budapest, Hungary		CODE	8. ADDRESS OFFER TO (If other than Item 7)  See Section L.5		

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 hand carried, in the depository located in \_\_\_\_\_  
**See Section L.5 of this solicitation** Until \_\_\_\_\_ See Section I \_\_\_\_\_ local time \_\_\_\_\_  
 (Hour)

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  <b>036-1-475-4031</b>	A. NAME  <b>Martha Aponte</b>	B. TELEPHONE (NO COLLECT CALLS) AREA CODE   NUMBER   EXT. <b>036   1-475-4031</b>	C. E-MAIL ADDRESS  <b>maponte@usaid.gov</b>
---	-------------------------------------	---	---

### 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			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					L
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

### 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 **120** 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	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)  <b>Martha L. Aponte</b> (Signature of Contracting Officer)		27. UNITED STATES OF AMERICA	28. AWARD DATE

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

Table of Contents

Page

**PART I - THE SCHEDULE..... 6**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS ..... 6**

B.1 PURPOSE ..... 6

B.2 CONTRACT TYPE ..... 6

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT ..... 6

B.4 INDIRECT COSTS (DEC 1997) ..... 6

B.5 CEILING ON INDIRECT COST ..... 7

B.6 COST REIMBURSABLE..... 8

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK..... 9**

[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]

**SECTION D - PACKAGING AND MARKING..... 21**

D.1 AIDAR 752.7009 MARKING (JAN 1993)..... 21

D.2 BRANDING STRATEGY FOR SPP ACTIVITY..... 21

D.3 BRANDING POLICY..... 22

**SECTION E - INSPECTION AND ACCEPTANCE..... 23**

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE..... 23

E.2 INSPECTION AND ACCEPTANCE..... 23

E.3 MONITORING AND EVALUATION..... 23

**SECTION F - DELIVERIES OR PERFORMANCE..... 24**

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE..... 24

F.2 PERIOD OF PERFORMANCE ..... 24

F.3 PLACE OF PERFORMANCE ..... 24

F.4 PERFORMANCE STANDARDS ..... 24

F.5 REPORTS AND DELIVERABLES OR OUTPUTS ..... 25

F.6 KEY PERSONNEL..... 27

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI..... 28

F.8 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE..... 29

F.9 AUTHORIZED WORKWEEK ..... 30

**SECTION G - CONTRACT ADMINISTRATION DATA..... 31**

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)..... 31

G.2 ADMINISTRATIVE CONTRACTING OFFICE ..... 32

G.3 COGNIZANT TECHNICAL OFFICER (CTO)..... 32

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID ..... 32

G.5 RELATIONSHIP AND RESPONSIBILITIES ..... 33

G.6 PAYING OFFICE..... 33

G.7 ACCOUNTING AND APPROPRIATION DATA ..... 34

**SECTION H - SPECIAL CONTRACT REQUIREMENTS ..... 35**

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE ..... 35

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)..... 35

H.3 AIDAR 752.225 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)..... 35

H.4 INSURANCE AND SERVICES ..... 36

H.5 AUTHORIZED GEOGRAPHIC CODE ..... 36

H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES..... 37

H.7 752.7007 PERSONNEL COMPENSATION (July 2007)..... 37

H.8	ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION.....	37
H.9	LOGISTIC SUPPORT.....	38
H.10	LANGUAGE REQUIREMENTS.....	38
H.11	SUBCONTRACTING REPORT.....	38
H.12	EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002).....	38
H.13	USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004).....	38
H.14	HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPT 2006).....	38
H.15	STANDARDS OF CONDUCT- IMPROPER BUSINESS PRACTICES.....	39
H.16	GENDER CONSIDERATION.....	39
H.17	ORGANIZATIONAL CONFLICT OF INTEREST.....	40
H.18	USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY.....	40
H.19	MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES.....	40
H.20	INVESTMENT PROMOTION.....	41
H.21	SPECIAL PROVISIONS.....	41
H.22	COMPETITION AND SUBCONTRACTING.....	42
H.23	GOVERNMENT PROPERTY.....	42
H.24	GRANTS UNDER CONTRACT.....	42
H.25	CONSIDERATIONS FOR GRANTS UNDER CONTRACT.....	43
 <b>PART II - CONTRACT CLAUSES.....</b>		<b>45</b>
 <b>SECTION I - CONTRACT CLAUSES.....</b>		<b>45</b>
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	45
I.2	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	47
I.3	52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004).....	47
I.4	52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007), Alternate I.....	49
I.5	52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987).....	50
I.6	52.232-25 PROMPT PAYMENT (OCT 2003).....	50
I.7	52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006).....	53
I.8	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	53
I.9	AIDAR 742.1170 PROGRESS REPORTING REQUIREMENTS AND CONTRACT CLAUSE (SEP 2007).....	54
I.10	AIDAR 752.7019 PARTICIPANT TRAINING (JAN 1999).....	54
I.11	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990).....	54
 <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....</b>		<b>55</b>
 <b>SECTION J - LIST OF ATTACHMENTS.....</b>		<b>55</b>
 <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS.....</b>		<b>55</b>
 <b>SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS..</b>		<b>55</b>
K.1	52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006).....	55
K.2	52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000).....	56
K.3	52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005).....	58
K.4	INSURANCE - IMMUNITY FROM TORT LIABILITY.....	59
K.5	SIGNATURE.....	59

<b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....</b>	<b>60</b>
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	60
L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004) .....	60
L.3 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	61
L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	62
L.5 GENERAL INSTRUCTIONS TO OFFERORS .....	62
L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICALPROPOSAL .....	63
L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL.....	68
L.8 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS.....	71
L.9 EEO COMPLIANCE REVIEW .....	72
<b>SECTION M - EVALUATION FACTORS FOR AWARD.....</b>	<b>73</b>
M.1 GENERAL EVALUATION INFORMATION.....	73
M.2 EVALUATION CRITERIA.....	73
M.3 COST PROPOSAL EVALUATION .....	75
M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD.....	75
M.5 SOURCE SELECTION.....	76
M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES	76
ATTACHMENT 1 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET .....	77
ATTACHMENT 2 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES .....	78
ATTACHMENT 3 – SMALL BUSINESS PLAN TEMPLATE .....	82
ATTACHMENT 4 – COST MATRIX .....	86
ATTACHMENT 5 - NICRA RATE AGREEMENT .....	89
ATTACHMENT 6- BACKGROUND INFORMATION AND REFERENCE MATERIAL.....	90
ATTACHMENT 7- LIST OF ACRONYMS.....	91

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this contract is to directly support USAID's economic growth program area in Albania through providing technical assistance to strengthen the competitiveness and productivity of Albanian private enterprises in non-agricultural sector and in selected cities or towns, as detailed in Section C below.

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF), completion 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 F.

Offerors should note that funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**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 INDIRECT COSTS (DEC 1997)**

**For the Prime Contractor:**

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
<b>TBD</b>		1/	1/	1/

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

**RFP No. 182-08-014**  
**CED - Albania**

**For Major Subcontractor(s):**

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
<b>TBD</b>		1/	1/	1/

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

**B.5 CEILING ON INDIRECT COSTS**

**For the Prime Contractor:**

- (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
<b>TBD</b>		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 with the lower rates.
- (3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

**For the Major Subcontractor(s):**

- (4) 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
<b>TBD</b>		1/	1/	1/

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

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

**B.6 COST REIMBURSABLE**

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

FAR 52.232-20 Limitation of Cost (applies while the contract is fully funded).

FAR 52.232.22 Limitation of Funds (applies while the contract is funded in an amount less than the total estimated cost).

END of Section B



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

### **I. Project's Overall Goals and Objectives**

The Competitive Enterprise Development project (CED) aims to contribute to Albania's sustained, broad-based economic growth. Its objective is to support the sustained growth of Albania's non-agricultural enterprises, increase household income and create gainful employment by developing and strengthening the competitiveness capacity of existing enterprises as well as start-ups in targeted regions of the country. The project objectives will be achieved through:

- (1) Strengthening trade and investment capacity;
- (2) Increasing enterprise productivity; and
- (3) Improving workforce development.

### **II. Background**

#### **1. Albania's Economic Performance**

In 2007, continued macroeconomic stability and strong migrant remittances helped Albania maintain healthy economic growth despite the persistent energy crisis. The country's gross domestic product (GDP) grew by 5.5 percent and the GDP per capita increased by 11 percent to \$3,256. Inflation was about 2.5 percent. The budget deficit fell to 3.1 percent of GDP from 3.6 percent in 2005. The number of Albanians living in poverty decreased from 25 percent to 18 percent.

While these accomplishments are impressive, Albania remains one of the poorest countries in Europe and its per capita income is among the lowest in the Balkan region. Worldwide it ranks 68th of 177 countries on the Human Development Index (UNDP's 2007/2008 Human Development Report). The average unemployment rate is 13.8 percent with much higher rates in the rural areas. Foreign direct investment in 2006 was 3.6 percent of the GDP, placing Albania among the lowest recipients in the region. The trade deficit continues to widen, reaching 1,685.4 million Euros in 2006 and exceeding the previous year's deficit by 14 percent.

#### **2. Importance of Private Enterprises to the Economy**

Currently the private sector contributes more than 75 percent of the GDP and more than 80.4 percent of all employment. Micro, small and medium enterprises are the driving force for Albania's economic growth and job creation. They account for 99 percent of private enterprises and about 75 percent of total employment in non-agricultural sector. However, the development of micro, small and medium enterprises has been hindered by their weak competitive capacity, their limited access to commercial credit and the unfavorable business environment caused by widespread corruption, unfair competition, high cost of business registration and inconsistent application of fiscal laws and regulations. In addition, poor infrastructure (energy, communication and transportation), disputable property ownership, and weak rule of law discourage domestic and foreign investments. For both the Growth Competitiveness Index and Business Competitiveness Index, Albania ranks behind most other countries in the region. However, substantial improvements on many of the foregoing constraints have made the setting more conducive to greater investments.

### **III. The Development Challenges**

The development of competitive private enterprises, especially the small and medium-sized enterprises (SMEs) is critical for Albania to increase gainful employment and household income and to reduce poverty and unemployment. Furthermore, as the productivity of the agricultural sector improves, the need to create more non-agricultural jobs, especially in the urban areas, to absorb the expected inflow of migrants from the rural areas becomes increasingly urgent.

The greatest challenge is to improve the competitiveness and productivity of the existing enterprises so that they can expand and/or diversify their businesses in the domestic and regional markets thereby increasing revenue and profit and creating more jobs. However, focusing assistance on the existing enterprises is not sufficient, it is also necessary to spur

competitive start-up enterprises to meet the changing demands of the open markets and of the Albanian consumers whose incomes have risen in recent years.

Thus, a focus on the development of competitive SMEs would be an appropriate strategy for the Government of Albania (GOA) and donors to promote sustained, broad-based economic growth. Albania must overcome many problems that affect the competitiveness and growth of the existing as well as start-up enterprises. To be competitive, Albanian enterprises should take innovative approaches. Increasing efficiency and competitiveness will require more innovation and less replication or a production based on low labor costs. Thus, these enterprises will need to:

- (1) Respond to end market demands through improved products and process;
- (2) Continuously invest in human and capital resource development;
- (3) Modifying organizational structure within firms and value chains; and
- (4) Improve intra- and inter-sectoral linkages (horizontal and vertical).

#### **A. Lack Technological Innovation**

The manufacturing industries in other countries in the region have adopted state-of-the-art technologies. Most Albanian enterprises continue to operate with outdated technologies that are inefficient and unreliable for large-scale production of quality products that meet international standards. For various reasons including insufficient financial resources and limited technical knowledge, many firms have imported used machines and equipment from European countries, notably Italy and Germany, which are generally outdated and inefficient. The use of computer technology in the productive sector is very limited. The concepts and application of e-commerce, e-procurement and other internet-based marketing techniques are still new. This problem is compounded by the enterprises' lack of skilled workers capable of adopting and mastering modern technologies and techniques. As a result, their products fail to meet the qualitative and quantitative requirements of the markets. These enterprises generally operate in a "struggle-for-survival" mode and remaining in the factor-dependent stage, unable to compete in the market economy, expand their businesses and generate employment.

#### **B. Poor Organizational and Financial Management**

Coming out of fifty years of central command economy under the former communist regime, most Albanian entrepreneurs do not have the total skill package to manage a private enterprise in a market economy environment. It is very rare to find a firm that has a good production or business plan or a financial management system based on sound accounting principles, with a clear vision and goal. The lack of good organizational and financial management capability impedes the efficiency and competitiveness of the Albanian enterprises. The problem has led to the existence of many inward-processing based enterprises, which use inputs provided by the final buyers to assemble final products and then ship them to the final exporter for re-export and final sale. Foreign buyers direct all production in these cases.

#### **C. Lack of Understanding How Markets Function**

A major constraint to the SME competitiveness is a general lack of knowledge among firm owners or managers as to how and why markets function. Many of these owners/managers seem to make decisions on manufacturing and selling products based on the presumption that any product, once produced, can be sold. In most cases, they make non-economic decisions on pricing and selling products driven by availability of inputs and manufacturing facility instead of what markets demand. In addition, lack of knowledge encompasses product standards and consumer tastes and preferences in domestic and export markets. They continue to be production-driven and fail to recognize that, for some products, they simply cannot be competitive with foreign imports. This lack of understanding is particularly acute at this time, given the opening of trade and the rigors of consumer product standards imposed by the European Union and the United States.

Producing to meet market demand in Albania remains relatively new, particularly relating to quantity, quality, and timing as influenced by demand. By considering market demand conditions, enterprise owners need to evaluate their options for supplying a product to the market, given their current opportunities and constraints. Usually, market-oriented manufacturers or service providers take the necessary steps to overcome constraints to expand their opportunities. For

Albania, the transitional process from a demand economy to market-driven economy based on specialization that requires increasing efficiency, improving quality and adjusting to ever-changing market dynamics.

**D. Limited Access to Financial Resources**

While commercial credit to the private sector has grown significantly in the past two years, the access to financial resources remains inadequate to support the rapid development of competitive enterprises. Guarantee funds have emerged under several programs to support SMEs, mainly with USAID/Development Credit Authority (DCA) and United Nations Office for Project Services (UNOPS) funding. The guarantee funds, however, covers only certain locations and SME categories. Moreover, SMEs, particularly start-ups, face tremendous obstacles to qualifying for credits from commercial banks, and credit costs are relatively high. Bank requirements are not favorable for businesses. Loan collateral required by banks varies from 120% to 150% of the loan, and interest rates are high even when a loan finances medium-term capital investments. The Albanian-American Enterprise Fund has successfully supported a number of private enterprises. However, the access to this fund is also limited.

**E. Lack of Mutual Trust and Motivation for Cooperation**

Generally, mutual trust does not exist among firm operators/owners. Currently, there are several business associations. However, very few have achieved financial self-sufficiency and member services. The lack of mutual trust and cooperation, compounded by the weak firm-level capacity, adversely affects the readiness and receptivity to using the conventional cluster development approaches to enhance competitiveness. This building individual firms' capacity occur to survive in an international market-based economy and to grow effective cluster participants. Most Albanian firms have but a few years of operating experience. Most firms find themselves still in an initial "struggle for survival" mode. In reality, few Albanian firms have matured sufficiently to understand the benefits of collaborating with their industry competitors, as is expected by the cluster approach. Experience elsewhere has shown that an effective cluster evolves as businesses grow and begin to accept the need to collaborate with other parties in order for their growth path to continue.

**F. Workforce with Low Skill Level**

While Albanian labor costs are low, the skill level of Albania workers varies substantially. Workers with medium or higher level skills tend to migrate. Albania has a high adult literacy rate of 97 percent. Drop out rates are also high and a large percentage of school leavers lack skills training, particularly rural areas and girls. Studies indicate that school leavers directly enter the labor market, emigrating or working in Albania's large informal economy. Also, there is a lack of a customer service attitude, an imperfect understanding of the idea of quality standards, limited entrepreneurial skills, and inadequate vocational training. A recent European Union- funded labor market study states: "the lack of a skilled labor force creates a risk that that country will become trapped in subsistence and low-value added economic activities, thus impeding its long term development."<sup>1</sup> The Ministry of Labor, Social Affairs and Equal Opportunities (MoLSAEO) includes vocational education in its 2003 strategy. Nine regional training centers under the MoLSAEO target unemployed people. However, the institutions lack public resources as well as good school curriculum, teaching and learning methods, and learning and teaching materials. In reality, skills upgrading primarily occurs informally on the job through emigration or through apprenticeships with local enterprises.

**G. Poor Institutional, Policy and Regulatory Environment**

The business enabling environment shows signs of improvement compared to just five years ago, but still has key challenges. Improvements have been reported in the areas of organized and street crime and corruption, macroeconomic instability, fiscal reform, and uncertainty around regulatory policies. However concerns continue or are increasing with regard to unfair competition related to the informal sector, bribe payment, and access to and cost of financing. The texts of Albanian laws are considered to be "good", but failure occurs in their interpretation, application, and enforcement. At the same time policies and regulations which will impact the private sector are not well vetted with the affected businesses.

---

<sup>1</sup> Labor Market Review: Albania. European Training Foundation. 2006

## **H. Poor Infrastructure**

Poor infrastructure seriously constrains economic growth and poverty reduction throughout Albania. It is a priority concern for all private sector activities in the country. Power shortages produce the most critical constraint facing small and medium enterprise in Albania. The need to assure a steady supply of power is paramount among those interviewed by the Team. Transport is also a key constraint. Although the current transport system was judged to be satisfactory, it may not be adequate for increased traffic as the economy grows, especially if on-going maintenance and upgrading are required. Water, sewage and waste treatment systems are also considered deficient.

## **IV. Linkage with Current Strategy and Programs in Albania**

### **A. USAID/Albania's Economic Growth Strategy**

The Competitive Enterprise Development project will directly support USAID's strategy for supporting sustained, broad-based economic growth and poverty reduction in Albania. This strategy is based on implementing activities designed to address specific issues in the following program areas: (1) trade and investment; (2) financial sector; (3) private sector competitiveness; (4) agriculture; (5) workforce development; and (6) energy. The CED project will focus primarily on trade and investment, private sector competitiveness, and workforce development.

### **B. USAID/Albania's Economic Growth Programs**

USAID/Albania's Economic Growth portfolio currently includes six major activities that range from private enterprise development, trade capacity building, financial sector improvement, and SME financing, enterprise competitiveness, and energy. Another activity supporting economic growth in select municipalities – the Local Government Program in Albania -- falls under the Democracy and Governance program (bullet number seven below). CED will provide a complementary effort to these on-going programs to enhance the achievement of the objectives and outcomes set for USAID/Albania's economic growth program. A close collaboration and synergy of CED with other projects is expected. Below is a summary of on-going activities of interest.

**1. Enterprise Development and Export Market Services Program (EDEM):** Launched in September 2003, this five-year program promotes the competitiveness of Albanian small and medium sized enterprises in domestic and foreign markets and accelerates the entry of Albanian exports into global markets. Development Alternatives, Inc. is the prime contractor. This program aims to reverse the strategic focus from supply potential to market opportunity as the driver of strategy and resource allocation, and to confront corruption as a key to unlocking the Albanian economy's latent potential and competitiveness. EDEM helps develop those industries and services that offer the promise for growth and job creation by working with businesses to develop their competitive potential through: (1) improving the quality of products; (2) enhancing trade promotion and improving Albania's ability to compete in the domestic, regional and European Union markets; (3) increasing the availability of market research; (4) reforming governmental policy; and (5) reducing corruption. The program is scheduled to end September 30, 2008.

**2. Albanian Center for International Trade (ACIT) Program:** This program started in September 2003 to establish a resource center – The Albania Center for International Trade – that focuses on improving the quality of Albania's trade policies to foster growth and development and increase the public benefit from trade opportunities created by globalization trends and integration processes. Implemented by an Albanian NGO, the Institute for Contemporary Studies, ACIT aims at: 1) strengthening the institutional capacities of the government, private sector, civil society and media in trade-related areas; 2) promoting and facilitating public debate and the participation of all stakeholders in the trade policy-making process; 3) supporting the choice of policy options of stakeholders by providing professional appraisals and analyses; and 4) providing accurate and timely trade information through its Trade Data Base. ACIT's end date is September 30, 2008.

**3. Albanian Financial Sector Development Program:** This program aims to improve the stability and growth of Albania's financial sector. The implementer provides technical assistance and training to the Bank of Albania, the Deposit Insurance Agency and the Financial Supervisory Authority to help improve Albania's financial regulatory environment, strengthen public confidence in the banking system, and provide a more secure, efficient and transparent financial system to meet the credit, savings and insurance needs of businesses and individuals. This program will end in March 2011.

**4. Development Credit Authority (DCA) Program:** This program started in 2006 under a \$12.0 million Loan Portfolio Guarantee Agreement that USAID and Raiffeisen Bank in Albania signed. It aims to increase access to financial resources of micro, small and medium-sized enterprises for business expansion and diversification. Currently, the DCA lending is concentrated in major cities and the minimum loan size is set at a high level that does not favor most micro-enterprises and some small-sized enterprises. This program will continue to 2013.

**5. Albanian Agriculture Competitiveness Program (AAC):** This five-year program started in July 2007 to support the sustained growth of Albania's agricultural sector and increased rural household income by developing and strengthening the competitiveness capacity of the Albanian producers of high-value agricultural products. AAC focuses on productivity improvement, responsiveness to trade conditions and opportunities, and commercial farming development. It works with producers and other economic actors along promising value chains to assess constraints to competitiveness and then brings a mix of long and short-term technical assistance, training, targeted performance grants, and financing to remove these constraints. The program efforts include support to: (a) strengthen producer capacity for commercial farming; (b) strengthen capability for market development; and (c) increase access and utilization of timely and reliable market information. This program will end in July 2012.

**6. Electricity Distribution and Privatization Support Program:** The Albanian electric power sector has suffered from the lack of investment, poor maintenance, and limited capacity for imports. These problems are exacerbated by the inefficient management of the state-owned power utility (KESH), which is in a desperate financial situation, unable to reduce losses and improve collections. The resulting lack of a reliable and adequate supply of electricity has adversely affected Albania's economic growth. To address this prolonged energy crisis, the Government of Albania (GOA), with strong support from the donors, has decided to move forward with the privatization of KESH's distribution assets. USAID's Distribution and Privatization Support Program assists the GOA, particularly the Ministry of Economy, Trade, and Energy, in this effort by developing the necessary legal, regulatory policy, and market frameworks for privatization and building the capacity of the Electricity Regulatory Entity to serve as a transparent regulatory body independent of state control. Depending on funds availability, this program will end in August 2009.

**7. Local Government Program in Albania (LGPA):** This activity is implemented under the Democracy and Governance objective, aims to improve governance in 10 selected municipalities and build public-private partnerships to create a "business friendly" environment in which the local private sector can flourish. The selected municipalities are Shkoder, Kukes, Lezhe, Gramsh, Fushe Kruje, Fier, Korce, Librazhd, Pogradec and Himara. The program seeks to increase investment, create jobs, raise incomes, and ultimately, expand municipalities' tax base. The program's foundation is the formation of a Municipal Economic Growth Committee in each of the select cities. With representation from public, private and civil society sectors, these committees will develop a strategic vision of their communities' future economic development and prioritize immediate actions, such as improving public services, tax collection procedures, and asset management systems. Through these plans, LGPA will work with each of the participating municipalities to identify and attract potential investors. This program will end in July 2011.

## **V. Tasks**

### **A. Principal Tasks**

The implementation of the CED project will start in at least five (5) cities/municipalities covered by LGPA as well as in at least five (5) selected cities/municipalities not affected by LGPA. The project will expand to new cities/municipalities in each of the remaining years. The selected cities/municipalities as well as the number must be approved by USAID. CED project will not cover agriculture-related activities which fall within the scope of the Albanian Agriculture

**RFP No. 182-08-014**  
**CED - Albania**

Competitiveness project. Under the CED project specific non-agriculture industries and individual private enterprises will be identified and selected through a rapid appraisal survey to be conducted within three months after the start of the contract.

The contractor will work with entrepreneurs, investors and other economic actors involved in selected industries/enterprises to assess constraints to competitiveness and then bring a mix of long and short-term technical assistance, training, targeted performance grants, and financing to assist local actors in removing these constraints. Depending on the selected industries and enterprises and their respective competitiveness constraints, the contractor's tasks will focus on three principal areas of intervention:

- (1) Strengthening trade and investment capacity;
- (2) Increasing enterprise productivity; and
- (3) Improving workforce development.

**1. Strengthening Trade and Investment Capacity:** The contractor shall develop and strengthen the capacity of Albanian enterprises to compete in the domestic and international markets. Selected enterprises will receive technical assistance and training on compliance with international standards for improved trade; use of information and communication technologies (ICTs) for trade-related activities; and improvement of trade knowledge and skills. The contractor shall assist enterprises to improve their organization and management for greater efficiency and competitiveness. The assistance will help the enterprises apply sound principles of personnel and financial management, to develop medium- and long-term business plans, and to create a work environment that enhances employees' professionalism, customer-oriented attitude, and work ethics. The enterprises should reject the "trust-my-relatives-only" mentality and seek beyond the family circle professional employees who have the best knowledge and know-how to help the firm grow and successfully compete in the open market. For example, the contractor will provide training in financial statement preparation, cash flow control, and financial resource mobilization, and human resource development.

The contractor shall facilitate the access of existing enterprises to commercial credit needed for technological innovations, business expansion or product diversification. The contractor shall also provide this service to entrepreneurs who need resources to start new businesses. The credit facilitation will be carried out in linking project clients with commercial banks or non-bank financial institutions, especially with USAID's DCA program at the Raiffeisen Bank and Opportunity Albania. The contractor shall help potential clients mobilize remittances for productive purposes.

Illustrative activities:

- Improve SMEs' knowledge about certification with international quality control, environmental and other process voluntary standards and regulations and assist them in obtaining pertinent certification and complying with the international standards and market requirements.
- Assist SMEs in using ICTs to improve their goods and services, identify commercial opportunities, and establish contacts with potential international business partners.
- Improve SMEs' capability to obtain and use necessary information, data and other inputs to improve understanding of market demand and competitive conditions, and the regulatory standards and other requirements for accessing specific markets.
- Assist in developing business plan and marketing strategies.
- Conduct market studies in Albania and other countries to identify constraints and opportunities and/or constraints which could become business opportunities (e.g., in the areas of ICT, energy, or transport)
- Organize workshops/seminars to disseminate findings of market studies and develop marketing strategies for the sectors.
- Facilitate seller-buyer contacts and networking and introduce appropriate transaction contract mechanisms.
- Assist in preparing commercial loan application.

**2. Increasing Enterprise Productivity:** Investment in technological innovations is key to productivity improvement at the firm level. The contractor shall work with existing Albanian enterprises of high potential for growth to assess the state of their production technology, process and facilities to identify constraints related to efficiency and product quality and then help them address these constraints through technical assistance and training. The contractor shall also assist entrepreneurs and investors to apply modern technologies to start up new enterprises. Interventions may be designed to strengthen the firm's capabilities for improving production efficiency and product quality in response to market demand and opportunities. Manufacturers or service providers will be able to increase supplies of higher quality products, reduce uncertainty and procurement costs, and enhance marketing efficiency. The cluster approach will link the core industry with supporting industries to increase competitiveness. In addition to improving productivity, the contractor shall help develop new products to expand markets. The expected results will be increased number of enterprises adopting modern technologies, reduced production costs, increased production of quality products and improved sales.

Illustrative Activities:

- Provide training to improve technical knowledge and skills.
- Demonstrate new technologies to promote their adoption.
- Assist in the design and lay-out of manufacturing facilities.
- Assist in selecting, procuring and installing machines and equipment.
- Provide training in production planning and quality control.
- Train enterprise operators/owners how to conduct assessment of their firms' operation and how to undertake appropriate actions for efficiency improvement.
- Train enterprise operators/owners how to develop and market-test new products/services.
- Provide training in business management, marketing and governance practices.
- Provide training to teach entrepreneurs how to identify and respond to market opportunities.

**3. Improving Workforce Development:** The contractor shall assist participant enterprises to upgrade the technical and managerial skills of their employees through on-the-job training or short-term training in Albania or in other countries. The training will focus on the competencies needed for technological innovations and good business management. The contractor will look for opportunities to collaborate with vocational education institutions and assist them to improve the relevancy of their instructional programs and the quality of instructors. It is important to develop training programs that have the flexibility to adapt to the changing industry needs. Moreover, rather than needing a "training center", there is a need for a "training system", whereby firms and training providers can be linked. Special attention will be given to the most vulnerable and marginalised people such as victims of human trafficking, who are unemployed or underemployed with little or no access to education, skill training and employment services.

Illustrative Activities:

- Support pre-employment and employability programs in formal and non-formal settings (curriculum design or revision, instructional material development, training of instructors and administrative staff).
- Support technical/vocational training for employment (curriculum design or revision, instructional material development, training of teachers and administrative staff).
- Conduct training of trainers.
- Promote linkages of training programs/institutions with private businesses.
- Conduct assessment of workforce needs.
- Design vocational programs with special focus on the socially and economically disadvantaged.
- Develop mode for on-going dialogue between the private sector and vocational education providers, in order to ensure up-dated

**B. Overarching Principles of the Technical Approach**

- (1) **Primary Customers and Gender Emphasis:** The primary customers of this program are Albanian entrepreneurs. Strong emphasis shall be placed on women, as they play a crucial role in enterprise development. The issue of gender in development which has been one of the major foci of the USAID's economic growth program in Albania will continue to receive special attention under this program and will be integrated into the design, implementation and evaluation of the activities.
- (2) **Participatory Approach, Incentive-Based Strategy and Demand-Driven Services:** These are the keys to the achievement of the project objective. Efforts will be made to ensure the active and genuine participation of entrepreneurs and the satisfaction of their needs, with special attention to gender issues. The contractor will conduct surveys of targeted entrepreneurs to assess their needs and priorities. The design of specific interventions for the program will be based on the findings of these customer surveys and consultations with partners and stakeholders. Surveys will adopt the rapid appraisal methodology when appropriate.
- (3) **Market-Led, Private Sector-Owned Approach:** Most enterprise development programs that have failed have done so because their interventions have not been driven by the market requirements and have depended too much on public institutions with little participation of the private sector in decision making. The contractor shall undertake compelling approaches and interventions based on market demands and private sector involvement. To the extent possible, the contractor shall focus on markets and value chains that have the potential to create relatively large impacts in employment and incomes. While the focus should be primarily on private actors and market dynamics, the contractor shall also demonstrate a clear understanding of how public and quasi-public actors can complement the market-oriented actions of those private actors.
- (4) **Identifying Potential for Competitiveness:** The contractor shall deliver assistance to enterprises that have considerable potential to be competitive in the domestic and export markets. The contractor shall not support the production of the products or services of little potential to be competitive. To identify potentially competitive products or services worthy of assistance, the contractor shall conduct rigorous and rapid assessments of possible products or services and select those with potential. i.e., strong end market demand and Albanian competitive advantage. While strengthening the market competitiveness of enterprises will require some measure of analytical work to determine which products or services can be competitive, the contractor shall not engage in overly analytical approaches at the expense of approaches that lead to some quick results. The contractor shall not spend a significant amount of time after contract initiation in analytical exercises without parallel efforts to continue strengthening sales and revenues.
- (5) **Delivering Economic Incentives:** Economic incentives are important motivating forces for the clients' participation. In general, clients will participate and continue participating in activities enhancing efficiency and competitiveness only if they perceive at first and receive later tangible benefits from such an action. It is therefore important to increase their awareness of the economic benefits resulting from the program activities and to ensure that they actually obtain these benefits.
- (6) **Enabling Competitiveness:** In addition to strengthening the competitiveness of the clients, the contractor shall also define and advance an agenda for strengthening the legal, regulatory, and policy framework for competitiveness. The contractor will be tasked to strengthen this environment in specific and concrete ways that focus on well-identified policy and regulatory constraints. The contractor shall avoid conducting policy analysis and development approach that would take the focus of their attention off the immediate competitiveness needs.
- (7) **Building Local Capacity and Ownership for Sustainability:** The contractor's work shall lead directly to stronger local ownership of competitiveness improvement by Albanian actors so that these local actors increasingly drive the process of competitive enterprise development beyond the period of the contract and USAID support. The contractor will be responsible for establishing local ownership by Albanian private and public organizations, including approaches to increase the financial, technical and institutional capacity of local entities to become fully empowered to further the program objectives beyond the termination of USAID assistance. A critical part of this will be approaches to increasing



**RFP No. 182-08-014**  
**CED - Albania**

firms', and even local governments' participation in identifying and resolving constraints to competitiveness. It is anticipated that greater participation will lead to greater ownership and less rejection of these efforts.

Given the complexities of the activity, the contractor shall require a flexible approach that responds and/or adjusts to evolving political, economic and social conditions. While avoiding any substantial departure from the overarching technical principles mentioned above, the contractor shall have built-in mechanisms to detect risks in advance, react quickly to changing circumstances, and make adjustments in implementation priorities, tasks or arrangements that USAID deems critical for the success of the activity. The contractor will also be expected to work collaboratively and build partnerships with a broad range of stakeholders, including U.S. Government (USG) officials and government partners, private sector actors, civil society organizations, local government officials, and other USG agencies in Albania.

The contractor shall also foster a synergistic and complementary relationship between CED and other activities that are being or will be funded by USAID in Albania, particularly the Local Government Program in Albania, the Albanian Agriculture Competitiveness program, the Development Credit Authority (DCA) program, and the anti-trafficking program.

**C. Small Grants Program**

A total of \$500,000 will be set aside for a small grants component for a five-year period to be used to overcome constraints in achieving project objectives. Cost-sharing, performance-based grants will be provided to selected entrepreneurs to demonstrate new technologies and machinery that address a specific constraint to productivity and quality or that facilitate the development of new products. These entrepreneurs will receive grants only for technologies new to their area, and only if they agree to then receive visits from other entrepreneurs for training purpose. The grants program will include streamlined initial environmental examination and environmental due-diligence procedures for grantees. Every grant will be selected with an eye to how it links to competitiveness-related results, and each grant rationale will outline its expected result. Each grant will have specific milestones, with grantees required to meet and demonstrate progress in order to receive the entire grant amount. Grantees are also required to report on periodic and final results of each grant dollar spent. With USAID concurrence, the small grants program may also be extended to non-governmental organizations, such as trade associations or groups, if such actions are deemed critical for achieving the program objectives. The grants will be made through an open and competitive process, also, may be through the review and approval of unsolicited proposals. The grants are intended primarily for non-U.S. entities and a minimum of 50 grants are expected to be made during the life of the project.

Within the timeframe approved in the Contractor's first annual work plan, the Contractor shall prepare and deliver to USAID for its review and approval a Small Grants Program Plan and an accompanying manual describing the program guidelines, limitations, criteria, review, selection and other administrative terms and conditions consistent with the development objectives of the Project and the guidance provided above and such additional guidance as USAID may provide.

The Contractor shall provide as part of its monthly and annual reports a year-to-date Small Grants Program Report categorizing and summarizing the salient features of all grants made pursuant to the Contractor's approved Small Grants Program and highlighting the results and development achieved, quantitatively and qualitatively.

**VI. Performance Objectives, Results and Indicators**

USAID requires a very clear, results-based focus. The contractor will be held accountable for achieving results described below. Ideally, the contractor should be able to tell USAID that for every dollar in contract funds, the contractor will produce \$X in sales of targeted products or services. If incentive performance-based grants and similar approaches are proposed as a tactic, the contractor will need to clearly link these to well-defined competitiveness-related outcomes and

**RFP No. 182-08-014**  
**CED - Albania**

results. USAID and the contractor will use objectively verifiable indicators with periodic data collection to measure performance and adjust approaches.

The contractor will be responsible for achieving the following results as measured by the performance indicators below. The contractor will report on results on a quarterly and USG fiscal year basis depending on the frequency established in the indicators below.

The results and indicators shown below could be complemented by other level indicators agreed to by USAID and the contractor which will serve as the basis to monitor contractor performance and shall be described in detail as part of the Performance-Based Monitoring Plan (P-BMP). The targets set for the indicators included in the tables below could change as well. USAID may modify or change the already approved results and indicators during the course of project implementation after discussion with the contractor, and will be incorporated in the P-BMP and subsequently the work plans.

During the first three months of contract implementation, the contractor shall conduct rapid assessments to establish baselines and targets for the indicators in the tables shown below. The baselines and targets proposed by the contractor must be approved by USAID. The contractor shall achieve the targets set for all the indicators.

**1. Program Area: Economic Growth**

The contractor’s support is expected to enable Albanian private enterprises in selected regions to expand their business and improve their competitiveness. The success of this project shall lead to a sustained SME growth, increased sales, improved household income, and reduced unemployment. The indicators in the table below will be used to measure the achievement of the program-area-level results.

• **Program-Area Results:**

- (1) Sustained SME growth;
- (2) Increased sales;
- (3) Improved household incomes; and
- (4) Reduced unemployment, in target cities/municipalities.

<b>Indicator</b>	<b>2008 (Baseline)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
1. Number SMEs in targeted cities/municipalities, which have increased profits as a result of USG assistance.	0	70	95	170	200	200
2. Increase in annual total sales by assisted SMEs in targeted cities/ municipalities.	TBD	+5%	+10%	+15%	+20%	+20%
3. Change in average household income in targeted cities/municipalities	TBD	+5%	+5%	+8%	+10%	+10%
4. Unemployment rate in targeted cities/ municipalities.	TBD	-0.5%	-0.5%	-0.5%	-0.5%	-0.5%

**2. Program Elements**

To achieve the program area-level results, the contractor shall focus on three program elements:

- (1) Trade and Investment Capacity;
- (2) Private Sector Productivity; and
- (3) Workforce Development.

**RFP No. 182-08-014**  
**CED - Albania**

Through a combination of technical assistance and training, the contractor shall implement the activities that will develop or enhance the trade and investment capacity of assisted enterprises, increase the efficiency and competitiveness of private enterprises, and improve the development of skilled workforce. The achievement of the expected results at the element level will be measured by the indicators included in the tables below.

**2.1. Trade and Investment Capacity Element**

- ***Element-Level Result: Trade and investment capacity strengthened:***

<b>Indicator</b>	<b>2008 (Baseline)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
1. Number of assisted firms that obtain certification with international quality control, environmental and other process voluntary standards or regulations.	0	5	10	20	30	50
2. Number of firms employed ICT to improve goods and services, to identify commercial opportunities and establish contacts with potential international business partners.	0	10	20	30	30	30
3. Number of firms able to use necessary information, data and other inputs to improve understanding of international market demand and competitive conditions, and the regulatory standards and other requirements for accessing specific markets	0	20	30	40	40	40

- ***Expected Results for Activities Related to Trade and Investment Capacity:***

<b>Indicator</b>	<b>2008 (Baseline)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
1. Number of trainings offered in certification with international quality control, environmental and other process voluntary standards and regulations.	0	5	10	10	10	5
2. Number of persons trained in certification with international quality control, environmental and other process voluntary standards and regulations.	0	60	100	150	150	100
3. Number of USG-supported training events related to trade communication and technologies.	0	5	5	10	10	10
4. Number of persons trained in trade communication and technologies.	0	100	100	200	250	250
5. Number of USG-supported training events related to trade knowledge and skills.	0	5	10	20	20	20
6. Number of persons trained in trade knowledge and skills.	0	100	200	300	300	300

**2.2. Private Sector Productivity Element**

- ***Element-Level Result: Private sector productivity increased:***

<b>Indicator</b>	<b>2008 (Baseline)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
1. Number of firms implementing technological innovations as a result of USG assistance.	0	70	90	150	180	200
2. Number of assisted firms implementing good business management, marketing and governance practices.	0	70	90	150	180	200
3. Number of firms able to reduce production costs as a result of USG assistance.	0	70	90	150	180	200

**RFP No. 182-08-014**  
**CED - Albania**

4. Number of firms able to expand existing or penetrate new markets as a result of USG assistance.	0	70	90	150	180	200
5. Number of participants in USG-supported technological innovations trainings.	0	100	200	300	350	300
6. Number of participants in USG-supported training in business management, marketing and governance.	0	100	200	300	350	300
7. Number of firms that successfully accessed bank loans as a result of USG assistance.	0	5	10	20	20	20

- ***Expected Results for Activities Related to Private Sector Productivity:***

<b>Indicator</b>	<b>2008 (Baseline)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
1. Number of trainings in technological innovation.	0	5	10	15	15	10
2. Number of persons trained in technological innovation.	0	100	200	300	300	200
3. Number of training events in business management, marketing and governance practices.	0	5	10	10	10	10
4. Number of persons trained in business management, marketing and governance practices.	0	50	150	200	250	250
5. Number of training events in identification of and response to market opportunities.	0	5	8	10	10	10
6. Number of persons trained in identification of and response to market opportunities.	0	50	100	200	200	200

### **2.3. Workforce Development Element**

- ***Element-Level Result: Workforce development improved:***

<b>Indicator</b>	<b>2008 (Baseline)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Number of people gaining employment or better employment as a result of participation in USG-supported workforce development programs.	0	50	80	100	100	100
Number of persons completing USG-supported workforce development programs.	0	80	100	150	150	150
Number of persons participating in USG-supported workforce development programs.	0	100	300	300	300	300

- ***Expected Results for Activities Related to Workforce Development:***

<b>Indicator</b>	<b>2008 (Baseline)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
1. Number of pre-employment and employability programs supported.	0	2	5	5	5	5
2. Number of persons participating in USG-supported pre-employment and employability programs.	0	50	100	100	100	100
3. Number of technical/vocational training programs supported.	0	5	10	20	20	20
4. Number of persons participating in USG-supported technical/vocational training programs.	0	50	100	200	200	200

**END of Section C**

## SECTION D - PACKAGING AND MARKING

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

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

In accordance with ADS 320.3.2.1, the Branding Strategy (BS) is part of the contract requirements. As such Offerors/contractors are required to prepare a Branding Implementation Plan (BIP) and Marking Plan (MP) to implement the Branding Strategy.

The **branding strategy** for this activity is as follows:

**Program Name:**

USAID	COMPETITIVE ENTERPRISE DEVELOPMENT and/or
USAID	ZHVILLIMIT TE NDERMARRJEVE KONKURRUESE

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

USAID policy requires exclusive branding and marking in USAID direct acquisitions. Exclusive branding requires the contract to position this program as USAID's, i.e., the USAID Competitive Enterprise Development program in Albania. In order to comply with USAID requirement for exclusive marking, the Contractor will only mark program-related communication materials the USAID Identity. Contractor and subcontractor's corporate identities are prohibited on all program materials. The only other logo that can be used by the activity would be, where applicable, the host-country government, ministry, other U.S. Government logo, or other donor logo in the event of co-funding. This rule applies to sub-contracts of contracts.

Use of the translated version of the logo is preferred on materials for primarily Albanian audiences.

**Desired level of visibility:**

Communication materials will target Albanian entrepreneurs, businesspeople, industrial operators and service providers, but should be appropriate for wider public distribution, including public and private institutions and businesses involved in the small and medium enterprise sector. USAID requires all publicly distributed communication materials to be written in both languages. In consultation with the Cognizant Technical Officer (CTO), other communication materials may require translation into Albanian.

**RFP No. 182-08-014**  
**CED - Albania**

USAID expects a high level of visibility for the program's activities, however, all communication materials produced under the Contract will require USAID approval to release, publish, or use of data first produced in performance of the Contract.

**Other organizations to be acknowledged:**

In order to foster local ownership in activities, where applicable, the contractor will acknowledge the cooperation and participation of Albanian private and public organizations, entrepreneurs, businesspeople, communities, and government.

**Branding Implementation Plans must specifically address the following:**

1. How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in Albania and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, PSAs, videos, webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, showcasing before-and-after photographs, marketing industrial products or locally-produced crafts or goods, securing endorsements from ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

**The Marking Plan:**

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

**D.3 BRANDING AND MARKING POLICY**

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

**END of Section D**

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

### **E.1 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:

U.S. Agency for International Development  
Economic Growth Office  
US Embassy, Rruga Elbasanit Nr. 103  
Tirana, Albania

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

### **E.3 MONITORING AND EVALUATION**

The progress, success and impact of the Contractor's performance under this contract will be monitored and evaluated as a part of the overall activity results. The USAID Cognizant Technical Officer (CTO) will conduct periodic performance reviews as required under FAR 42.15 and AIDAR 742-15 to monitor the progress of work and the achievement of results under this contract, based on the targets and the other contract terms and conditions, which shall form the basis of the Contractor's permanent performance record with regard to this contract.

Evaluations focused on key implementation issues may occur one or more times during or after the implementation of this contract. Such external evaluation (s) may include a detailed assessment of project organization, management, fieldwork, significant outputs, and the quality and quantity of overall performance. The cost of evaluations involving this contract will not be charged against this contract, except to the extent that Contractor personnel are required to brief or assist an evaluation team.

A variety of mechanisms will be used to monitor the progress/success of this activity and the Contractor's performance. The Contractor will prepare and submit for USAID CTO approval a final draft for the Performance-Based Monitoring Plan (P-BMP) with indicators for tracking quarterly and annual progress. These indicators will be measurable and data for the indicators will be easily attainable from reliable sources. The P-BMP will be finalized only after discussion with and approval from USAID CTO. The annual work plan will correlate to the P-BMP.

Also, the deliverables/reports described in Sections F will be used to the maximum extent to evaluate the Contractor's performance.

**END of Section E**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER, ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52-247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is five years, starting on the effective date on the cover page of the contract through **TBD**.

### F.3 PLACE OF PERFORMANCE

The duty post is Albania. The activity will be implemented nationwide and the Contractor staffs are expected to travel to other locations within Albania, as required, to complete the assigned tasks. The COP will be based in Tirana, however, the contractor may consider a location outside Tirana in view of the special nature of the program and the need to be close to intervention zones and targeted beneficiaries.

### F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the Cognizant Technical Officer (CTO) and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The following general performance standards will be included in the basis of the evaluation:

#### Quality

- (a) Quality and effectiveness of the Contractor's long-term key personnel, other non-key long-term professionals, and short-term specialists.
- (b) Degree to which key personnel provided are consistent with the names mentioned in the proposal.
- (c) Quality and effectiveness of Technical Assistance provided to project clients.
- (d) Extent to which open, transparent relations are established with donors and partners.
- (e) Extent to which Contractor takes advantage of opportunities in managing for results.

#### Cost Control/Effectiveness

Actual costs incurred against the Contractor's cost proposal.



**RFP No. 182-08-014**  
**CED - Albania**

Timeliness of Performance

- (a) Long Term and Short-term technical assistance are identified and fielded in a timely manner.
- (b) Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- (c) Timeliness of documents or reports submitted to USAID CTO.

Satisfaction of Relationship with Counterparts

- (a) Understanding of, and adherence to, USAID regulations and procedures.
- (b) Effectiveness in bringing critical issues/constraints to the attention of USAID and counterparts and proposing appropriate solutions.

**F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

Reports shall be prepared in a format consistent with USAID reporting requirements, to be mutually agreed upon by CTO and the Contractor.

***752.242-70 PERIODIC PROGRESS REPORTS (October 2007)***

- (a) The contractor shall prepare and submit progress reports as specified in contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representative when evaluating the contractor's performance.
- (b) During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

In addition to the requirements set forth for submission of reports in Section I, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the CTO. The cover page of all reports prepared by the Contractor, pursuant to AIDAR 752.242-70, shall include a descriptive title, the author's name(s), the activity name, the activity number, the contract number, the Contractor's name, the name of the USAID activity office and the CTO, and the publication or issuance date of the report.

The Contractor shall be responsible for delivery of draft reports, schedules, plans, and other documents that are described below. All written documents will be provided in English on diskette or CD in Microsoft Word 98 or newer version.

One electronic copy of all reports shall be submitted to the following address:

U.S. Agency for International Development  
Economic Growth Office  
US Embassy, Rruga Elbasanit Nr. 103  
Tirana, Albania

In addition to other deliverables required by the contract, the contractor shall provide the following:

**A. Performance-Based Monitoring Plan (P-BMP):**

Within 45 days of the project start date, the contractor shall finalize the draft Performance-Based Monitoring Plan (P-BMP) and submit it for USAID CTO approval. The approved plan shall be reported and updated on quarterly basis and

**RFP No. 182-08-014**  
**CED - Albania**

must disaggregate relevant project and performance data by gender. The P-BMP shall consist of a Results Framework, indicators, baselines for each indicator, annual targets, and data collection plans.

The P-BMP shall describe how the contractor will plan to monitor and evaluate progress, effectiveness and impact of interventions. This should include review of the indicators and targets (included in Section C.VI above), as well as, complementary indicators to be used by the contractor to measure progress and impact of project activities. For each additional indicator proposed, the contractor should explain how the milestones show progress toward the achievement of expected results. The plan shall identify means and responsible parties for measuring, collecting, tracking, evaluating, reporting, and validating data. The contractor will present the plan to outline the work schedule and target dates for completion of all contract outcomes/results.

The P-BMP should be developed in support of the first year work plan, described below.

The CTO will provide comments, if any, and/or approval within two weeks from the date the draft plans are submitted, and the contractor shall submit a revised version of the B-PMP plan within two weeks of receiving the CTO comments. In addition, the contractor shall conduct a survey of private industries and enterprises in the pre-selected municipalities/cities to determine their worthiness for program assistance and submit for USAID approval, a list of proposed industries/enterprises that are worthy of program support within 60 days of the project start.

**B. Annual Work Plans:**

Within 70 days of award, the Contractor shall submit to USAID CTO for approval: (1) a general work plan for activities under the contract, and (2) a detailed first year work plan.

The general work plan shall include a description of the principal tasks and assistance activities to be undertaken by the Contractor over the life of the contract under each task, a tentative schedule for such activities, a listing of the principal counterparts for each proposed activity, and a description and estimate of the amounts of short-term expertise, training, commodity, and other support resources that would be required to provide the required technical assistance. The general work plan shall also include a description of what each assistance activity or combination of activities is expected to be accomplished and its timelines and baseline data, and will indicate how and to what extent those accomplishments will contribute to the achievement of the Performance Objectives for the project and any benchmarks or other indicators contained in the Performance-Based Monitoring Plan (P-BMP). The CTO will provide comments, if any, and/or approval within three weeks from the date the draft plans are submitted, and the contractor shall submit a revised version of the work plan within two weeks of receiving the CTO comments.

Each annual work plan shall cover the same information as the general work plan. The work plans shall be updated as conditions warrant, due no later than 30 days before the beginning of the succeeding year.

**C. Quarterly Progress Reports:**

The contractor shall submit technical quarterly reports to the CTO and the Contracting Officer not later than the fifteenth working day following the end of the reporting period. The progress report for the fourth quarter of each year will also serve as the annual report. These reports will concern contract performance as measured by results including detailed information and supporting documentation concerning outputs, outcomes and progress on major activities related to an annual work plan. This document shall also contain a section describing challenges, obstacles and difficulties affecting the achievement of results. If any of the annual targets of the P-BMP are not achieved, or if the contractor becomes aware that any may not be achieved, the contractor shall immediately advise USAID/Albania in writing and, in the next monthly report required, provide a complete explanation.

**D. Quarterly Financial Reports:**

The contractor shall submit to USAID quarterly expenditure reports no later than the 10<sup>th</sup> day before the end of each quarter containing a summary page reflecting spending by category for the quarter, and showing cumulative spending to

date. If there are significant accrued expenditures for the quarter which has not been billed to the contract, the contractor will include a brief note to that effect, detailing the amount involved. Quarterly financial reports shall be submitted to the CTO and Contracting Officer. The precise deadline will be specified for each quarter by the CTO.

**E. Final report and assessment**

No later than 45 days before the completion date of the contract, the contractor shall submit a detailed final report, which will include but not be limited to: a financial report showing, by line item, the amounts expended; a compilation and synthesis of achievements and success stories; a final Performance-Based Monitoring section; a discussion of problems encountered and a discussion where benchmarks or Performance Objectives were not achieved; lessons learned; a description of all key implementing and supporting institutions worked with in connection with project components and an evaluation of their strengths (including performance improvement over the life of the project) and weaknesses (material performance gaps and institutional capacity constraints that remain); and suggestions concerning possible future, follow-on projects that merit the support of international donors.

In addition to reporting the results of CED as measured against the P-BMP, the Final Report should include as a separate, stand-alone annex on objective quantitative and qualitative assessment of CED. Field work for the assessment will be conducted at some interval during months 53-55 of CED. The state of work for the assessment must be submitted to USAID for approval during month 51 of CED, and should anticipate participation by a USAID team member. If USAID chooses to furnish a member of the assessment team, the Contractor will not be responsible for the costs of that person's participation. To facilitate timely and thorough preparation and completion of the contractor's evaluation, the contractor should build this assessment feature into its work plans and collect appropriate quantitative and qualitative data during the life of CED project.

**F. Demobilization Plan**

Three months prior to the completion date of the contract, the Contractor shall submit a Demobilization Plan to the CTO. The Demobilization Plan shall include, at a minimum, an illustrative Property Disposition Plan; a plan for the phase out of in-country operations; a delivery schedule for all reports or other deliverables required under the contract; and a timeline for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the cognizant Contracting Officer. Both the illustrative and final Property Disposition Plans shall address all requirements under U.S. and Albanian law for the transfer of property and shall include the inventory schedule required by FAR 52.245-1, a plan for the disposition of property to eligible parties and a timeline for disposition of such property. The Demobilization Plan shall be approved in writing by the Contracting Officer.

**F.6 KEY PERSONNEL**

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

Title

**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.

**F.7 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

***(a) Contract Reports and Information/Intellectual Products.***

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

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

***(b) Submission requirements.***

(1) Distribution.

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

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

(B) Via U.S. Postal Service:  
U.S. Agency for International Development  
Development Experience Clearinghouse, M/CIO/KM  
RRB M.01, Washington DC 20523  
Phone: (202) 712-0579 (KSC Reference Desk)

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

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

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

(2) Format.

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

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

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

**RFP No. 182-08-014**  
**CED - Albania**

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

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

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

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

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

**F.8 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE (July 2007)**

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

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

(1) Contractor name.

(2) Contact name with phone, fax and email.

(3) Contract number(s).

(4) 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.

(5) 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 a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the report period.

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

(c) Definitions. For purposes of this clause:

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

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

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

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

(d) Where. Submit the reports to:

U.S. Agency for International Development  
Controller's Office  
Bank Center, Granite Tower, 3<sup>rd</sup> floor  
Budapest 1944, Szabadsaq ter 7-9, Hungary

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

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

**F.9 AUTHORIZED WORKWEEK**

The long-term employees are authorized to work five days per week in accordance with prevailing practices of USAID/Albania. A six-day workweek is authorized for expatriate short-term technical assistance with the prior written approval of the CTO and may be granted on a case by case basis only.

**END of Section F**

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

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

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

Total Expenditures  
 [Document Number: 182-00-08-000XX-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
<b>Total</b>		<b>XXXX.XX</b>	<b>XXXX.XX</b>

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

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

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

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

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

**RFP No. 182-08-014**  
**CED - Albania**

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:

U.S. Agency for International Development  
Regional Service Center, Regional Contracting Office  
Bank Center, Granite Tower, 4<sup>th</sup> Floor  
Szabadsag ter 7-9, 1944 Budapest, Hungary

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

The Cognizant Technical Officer and alternate CTO are designated in a separate letter of authority, a copy of which is provided to the Contractor by the Contracting Officer.

**G.4 TECHNICAL DIRECTIONS**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual



**RFP No. 182-08-014**  
**CED - Albania**

agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

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

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

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

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

**G.5 RELATIONSHIPS AND RESPONSIBILITIES**

The main role of the contractor is to implement the scope of work in accordance with the terms and conditions of the contract. In doing this, the contractor will take technical direction from the USAID Cognizant Technical Officer (CTO) in Albania assigned to this activity by the Contract Officer (CO) and shall carry out the scope of work within a broader institutional framework, which may require collaboration and coordination with a range of actors including: USAID; private firms and associations; US Embassy agencies; and government institutions related to SME development, trade, research and technology transfer.

**G.6 PAYING OFFICE**

The paying office for this contract is:

U.S. Agency for International Development  
Controller's Office  
Bank Center, Granite Tower, 3<sup>rd</sup> floor  
Budapest 1944, Szabadsaq ter 7-9, Hungary

**G.7 ACCOUNTING AND APPROPRIATION DATA**

MAARD Number:

Funding Source:

Appropriation:

Fund Code (FC):

Reservation Control Number (RCN):

Expanded Object Class Code (EOCC):

Allotment Code (ALC) Number:

Program Area Number (PAN):

Program Element Number (PEN):

Benefiting Geographic Area (BGA):

Operating Unit:

Distribution:

Obligated Amount:

**TBD**

**END OF SECTION G**

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

### **H.2 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.3 AIDAR 752.225.70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)**

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

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

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

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

**RFP No. 182-08-014**  
**CED - Albania**

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

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

#### **H.4 INSURANCE AND SERVICES**

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

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

Points of Contact:  
Sue Summers or Diane Proctor  
(703) 813-6503

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

(b) **AIDAR 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.5 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for this Task Order is 000 (USA). However, local procurement in the cooperating country is authorized within the parameters specified in 22 CFR 228.40, "Local Procurement."

## **H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

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

## **H.7 752.7007 PERSONNEL COMPENSATION (July 2007)**

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

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

## **H.8 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate published at: <http://www.opm.gov/oca/08tables/html/es.asp> (currently \$158,500 per year), unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than **TBD** percent may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.7 may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation"

**RFP No. 182-08-014**  
**CED - Albania**

includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

**H.9 LOGISTIC SUPPORT**

USAID/Albania will provide letters of support for long-term advisors, to assist with visas or residence cards, and will provide assistance as appropriate in utilizing the bilateral agreement on development assistance between the US Government and the Government of Albania. Country clearance, provided by USAID is required for travel to the host-country. Other logistical assistance will be the responsibility of the Contractor. The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

**H.10 LANGUAGE REQUIREMENTS**

Fluent English is required for contractor's long and short term expatriate professionals; proficiency in English and Albanian languages are required for local professional and key administrative personnel.

**H.11 SUBCONTRACTING REPORT**

The Contractor's will use the e-SRS to comply with the reporting requirement in FAR clause 52.219-9 "Small Business Subcontracting Plan" which will be made as part of this contract. Contractor will electronically route summary paper SF 295 report to the office of Small Disadvantaged Business (OSDBU) and electronically enter the SF 294 information into e-SRS. Also, soft or hard copies of SF 294 and SF 295 are to be submitted to the cognizant Contracting Officer for this Contract. The Contractor's subcontracting plan dated **TBD** is hereby incorporated as a material part of this contract. Submission of

**H.12 EXECUTIVE ORDER ON TERRORISM FINANCING (MARCH 2002)**

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

**H.13 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

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

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

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

**H.14 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (September 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or

**RFP No. 182-08-014**  
**CED - Albania**

Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC\* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the contractor or completion of the contract, whichever occurs first.

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

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID’s information systems.

**H.15 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES**

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by Contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

**H.16 ORGANIZATIONAL CONFLICT OF INTEREST**

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Contracting Officer as soon as it appears. See CIB 99-17:

[http://www.usaid.gov/business/business\\_opportunities/cib/pdf/cib9917.pdf](http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf)

**H.17 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

In accordance with CIB 01-21, Contractor shall comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 "Electronic and Information Technology Accessibility.

Further information on Section 508 is available via the Internet at:

<http://www.section508.gov>

[http://www.usaid.gov/business/business\\_opportunities/cib/pdf/cib0121.pdf](http://www.usaid.gov/business/business_opportunities/cib/pdf/cib0121.pdf)

**H.18 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES**

1. Pursuant to ADS 547, Information Technology (IT) is defined as follows:

**Information Technology**

(A) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

2. The Contractor shall maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract or task order and thereafter annually based on the effective date of the contract.

2. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the CTO and the Contracting Officer.

3. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of IT resources. After consultation with the CTO and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the Contractor. The Contractor shall provide a final report to the CTO and Contracting Officer on the final disposition of all IT resources.

**H.19 INVESTMENT PROMOTION**

(a) Except as specifically set forth in the Contractor otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

(b) In the event the Contractor is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Contractor must notify the Contracting Officer and provide a detailed description of the proposed activity. The Contractor must not proceed with the activity until advised by USAID that it may do so.

c) The Contractor must ensure that its employees and subcontractors and sub-recipients providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all subcontracts and other sub-agreements entered into hereunder.



## **H.20 SPECIAL PROVISIONS**

1. In addition to the requirements of AIDAR 752.7035, the Contractor shall obtain prior CTO authorization for all public notices, press releases, interviews and other media contacts.
2. The Contractor shall comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

## **H.21 ENVIRONMENTAL COMPLIANCE**

The Contractor will be required to implement the provisions of the Initial Environmental Examination (IEE) prepared by USAID/Albania and cleared by the USAID Regional Environmental Officer. The Contractor must have the capacity to conduct environmental reviews as specified in the IEE for all activities not categorically excluded, implement appropriate mitigating actions, and conduct adequate monitoring to ensure environmental concerns are addressed. The Contractor will be responsible for ensuring that all requirements of USAID's environmental regulations at 22 CFR 216 are met, and an amendment to the approved IEE is submitted in timely manner, as will be approved by the Bureau Environmental Officer.

1(a). The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Contract.

1(b). In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1(c). No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

*Paragraphs (2) and (3) are reserved.*

4(a). Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Contractor shall prepare an EMMP or M&M Plan describing how the Contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

4(b). Integrate a completed EMMP or M&M Plan into the initial work plan.

4(c). Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

5(a). Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Contractor shall prepare an EMMP or M&M Plan describing how the Contractor will, in specific terms, implement all IEE and/or EA

**RFP No. 182-08-014**  
**CED - Albania**

conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

5(b). Integrate a completed EMMP or M&M Plan into the initial work plan.

5(c). Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

6(a). Cost and technical proposals must reflect IEE or EA preparation costs and approaches.

6(b). The Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.

6(c). If an IEE, as developed by the Contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor/recipient will be required to develop and submit an EA addressing these activities.

*Paragraph (7) is reserved.*

8(a). USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP should therefore include as part of their proposal their approach to achieving **environmental compliance and management**, to include:

8(b). The offeror's approach to complying with the environmental determinations and recommendations of the approved IEE for the CED project.

8(c). The offeror's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

8(d). The offeror's illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

## **H.22 COMPETITION AND SUBCONTRACTING**

- a. The Contracting Officer's signature on the contract which includes all equipment and services proposed in the Contractor's proposal or final proposal revision fulfills the requirement for prior approval.
- b. Should additional subcontracting (beyond those subcontracts included in the contractor's proposal and/or best and final offer which was accepted by USAID through award of this contract) become necessary, the contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). The contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled, "Subcontracts" (FAR 52.244-02).

## **H.23 GOVERNMENT PROPERTY**

With respect to nonexpendable equipment purchased by the Contractor hereunder, the contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-01) "Government Property -- AID Reporting Requirements" (AIDAR 752.245-70), and Title To and Care of Property" (AIDAR 752-245-71).

## **H.24 GRANTS UNDER CONTRACT**

This contract provides in Section C that the contractor may be required to execute grants on behalf of USAID. The following requirements apply to any grant to be awarded by the Contractor under this contract:

- a) USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the CTO shall have authority to approve the grant recipient selection.
- b) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.

**RFP No. 182-08-014**  
**CED - Albania**

- c) The contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
- d) Requirements which apply to USAID-executed grants shall also apply to grants signed by the Contractor.
- e) The total value of any individual grant to any U.S. organization shall not exceed \$100,000.

**H. 25 CONSIDERATIONS FOR GRANTS UNDER CONTRACT**

The Contractor shall follow the following guidance:

1. The grantee does not appear on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs"; is not a "public international organization", any governmental organization or is affiliated with the Contractor or any of its directors, officers or employees.
2. The Grant follows all requirements of USAID's Automated Directives System 303, as amended, on grant making and administration, except as modified by this contract or as approved through a specific written deviation granted by the Contracting Officer. Furthermore, the Contractor agrees that it shall be responsible, prior to awarding each grant, to ensure that any applicable regulatory, policy or procedural changes disseminated through Acquisition & Assistance Policy Directives or any similar notice available on the Agency's public web site are included in all grants awarded after the effective date of such changes.
3. Each grant awarded by the Contractor on behalf of USAID under this contract shall be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description to be developed by the grantee and the Contractor; and (4)(i) the mandatory standard provisions and (ii) any applicable required-as-applicable standard provisions. Grants to US organizations, if any, shall not exceed \$100,000 without the advance written consent of the Contracting Officer. This threshold does not apply to non-US organizations.
4. The Contractor has received a signed Certification Regarding Terrorist Financing from the proposed grantee and unless the Contractor has confirmed that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf> and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor and (iii) has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaeda Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor shall refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm> The Contractor further agrees to consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending a grant to that individual or organization for USAID's approval. The Contractor further agrees to implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.
5. The grant does not extend for any period beyond the estimated termination or completion date of this contract.
6. The grants provide that all interest and other refunds by grant recipients hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor (the "Separate Account"). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account shall be used as directed by the Contracting Officer.

**RFP No. 182-08-014**  
**CED - Albania**

7. The grants provide that in Recognition of the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this Agreement, USAID retains the right, at all times hereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, the Contractor's authorities under this Task Order.

8. The Contractor scrupulously avoid any conflicts of interest and should any conflict of interest arise, the Contractor shall immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor shall follow the instructions of the Contracting Officer.

9. The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be promptly forwarded to the Cognizant Technical Officer. USAID and the Comptroller General shall have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

10. With reference to Required as Applicable Standard Provision No. 7 entitled "Publications and Media Releases", the Contractor agree to be responsible for forwarding one copy of all published reports referenced in paragraph (c) to USAID Development Experience Clearinghouse (DEC), Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA Internet e-mail address: [docssubmit@dec.cdie.or](mailto:docssubmit@dec.cdie.or).

**END of Section H**

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

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

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

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
52.204-1	APPROVAL OF CONTRACT	DEC 1989
52.204-2	SECURITY REQUIREMENT	AUG 1996
52.204-3	TAX PAYER IDENTIFICATION	OCT 1998
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION NUMBER (See AAPD 06-02)	JULY 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
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, ALTERNATE II (APR 1998)	JUN 1999
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
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	NOV 2007
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997

**RFP No. 182-08-014**  
**CED - Albania**

52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	AUG 2007
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APL 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD, ALTERNATE1 (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 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
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**AIDAR 48 CFR Chapter 7**

752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATION CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUNE 1993
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.232-70	LETTER OF CREDIT ADVANCE PAYMENT	OCT 1989

**RFP No. 182-08-014**  
**CED - Albania**

752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1994
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	JULY 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
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

**I.2 52.217-8 Option to Extend Services (Nov 1999)**

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

**I.3 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)**

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

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

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

**Notice to Employees**

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

**RFP No. 182-08-014**  
**CED - Albania**

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

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

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

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

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

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

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

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>;  
or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the



**RFP No. 182-08-014**  
**CED - Albania**

substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.4 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007), Alternate I**

(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)(A) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
- (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

**Document Title Document may be obtained from: Applies performance to in/at:**

\_\_\_\_\_

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

- (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.  
(End of clause)

**I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages **TBD**, 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 TBD upon which this contract is based.

**I.6 52.232-25 PROMPT PAYMENT (OCT 2003)**

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

**RFP No. 182-08-014**  
**CED - Albania**

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.

**RFP No. 182-08-014**  
**CED - Albania**

(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.

**RFP No. 182-08-014**  
**CED - Albania**

(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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.7 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract there under.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

Designated CTO, USAID/Albania

**I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

**I.9 AIDAR 742.1170-4 PROGRESS REPORTING REQUIREMENTS AND CONTRACT CLAUSE.**

- (a) When the requiring office needs information on contract performance status on a regular basis, the contracting officer may require the contractor to submit periodic progress reports, tailored to address specific contract requirements but limited to only that information essential to USAID's needs in monitoring the contractor's progress.
- (b) Because the cognizant technical officer is the individual most familiar with the contractor's performance, the contractor must submit the progress reports directly to the cognizant technical officer. The cognizant technical officer must review the reports and advise the contracting officer, in writing, of any recommended action, including any action needed to address potential or actual delays in performance. The cognizant technical officer must so advise the contracting officer in sufficient time, typically thirty days, for him or her to take any action that the contracting officer determines is appropriate. The requirements of this paragraph do not relieve the contractor of notification requirements identified elsewhere in the contract.
- (c) The contracting officer must insert the clause at 752.242-70, Periodic Progress Reports, in solicitations and contracts that require progress reporting, as specified in this section. The contracting officer must include specific reporting instructions in the Schedule.

**I.10 752.7019 PARTICIPANT TRAINING (JAN 1999)**

- (a) Definitions.
- (1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.
- (2) A Participant is any foreign national being trained under this contract outside of his or her country.
- (b) Applicable regulations. Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 "Training for Development Impact". Any exceptions to ADS 253 requirements are specified as such within this contract. The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.info.usaid.gov/pubs/ads/200> .
- (c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.5.5.
- Note: Academic rates are available through a special website monitored by the United States Information Agency. The website for academic programs is: <http://www.iae.org/fulbright/posts/restrict> . U.S.-based participants receive the standardized U.S. travel per diem rates maintained by GSA for short-term training (website: [www.policyworks.gov](http://www.policyworks.gov)).

**I.11 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.

**END of Section I**

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

**SECTION J - LIST OF ATTACHMENTS**

Attachment No.	Title
1	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET A hard copy is attached at the end of this document; however, electronic version can be located at: <a href="http://www.usaid.gov/forms/a1420-17.doc">http://www.usaid.gov/forms/a1420-17.doc</a>
2	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 <a href="http://www.usaid.gov/forms/sflllin.pdf">http://www.usaid.gov/forms/sflllin.pdf</a>
3	MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN MODEL SUBCONTRACTING PLAN OUTLINE
4	COST/PRICE EVALUATION MATRIX
5	Agreement on NICRA ceiling rates.
6	BACKGROUND AND INFORMATION AND REFERENCE MATERIAL: SEE ATTACHMENT 6.
7	List of Acronyms

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.  
(2) The small business size standard is \$6.5 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 (c) of this provision applies.  
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (c) applies.  
 (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://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.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

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

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

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



**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

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

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

(3) Certificate of Monetary Exemption.

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

**RFP No. 182-08-014**  
**CED - Albania**

(4) Certificate of interim Exemption.

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

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

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

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

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

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

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

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

YES       NO

**K.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

**RFP No. 182-08-014**  
**CED - Albania**

(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 \_\_\_\_\_

**END of Section K**

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

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

### 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

**RFP No. 182-08-014**  
**CED - Albania**

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed— in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the

**RFP No. 182-08-014**  
**CED - Albania**

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 52.233-2 SERVICE OF PROTEST (SEP 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried or Mailing Address:

U.S. Agency for International Development  
Attn: Hani Takla and Martha Aponte

**RFP No. 182-08-014**  
**CED - Albania**

Regional Service Center, Regional Contracting Office  
Bank Center, Granite Tower, 4th Floor  
Szabadsag ter 7-9  
1944 Budapest, Hungary

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

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

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

<http://arnet.gov/far/> AND [www.usaid.gov](http://www.usaid.gov)

**L.5 GENERAL INSTRUCTIONS TO OFFERORS**

The Offeror must submit the proposal as instructed below:

(a) If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section **L** of this RFP. Offerors should carefully review and consider Section **L** - Instructions to Offerors, also, Section **M** - Evaluation Factors for Award. The complete submission of all requested items shall constitute the offer. Failure to provide all required submissions could lead to rejection of your organization's offer. Failure or refusal to assent to any of the terms and conditions of this solicitation, imposition of additional conditions or any material omission may constitute a deficiency, which shall make the proposal unacceptable, thereby eliminating the proposal from further consideration. Sections **B** through **I** of the solicitation will become the contract with blanks completed by the Contracting Officer.

(b) Offerors shall pay careful attention to, and complete in full, RFP Section **K** - Representations, Certifications and Acknowledgements. Offerors are expected to comply with FAR Clause 52.204-7, Central Contractor Registration and complete the annual representations and certifications electronically via the Online Representations and Certifications Applications website at <https://orca.bpn.gov/>.

(c) Proposals shall be prepared in two separate parts. The Technical Proposal shall address technical aspects only, while the Business (Cost) Proposal shall present the costs and addresses related issues such as responsibility.

(d) Offerors shall submit **one (1)** original paper copy of their Technical Proposal in a sealed envelope which is clearly marked as being in response to this RFP. Offerors shall submit **one (1)** original of their Business Proposal separately in a sealed envelope indicating that it is in response to this RFP and contains cost information. Proposals must be signed by an official who is authorized to legally bind the organization.

Proposals may be sent by international air courier or delivered by hand at the designated place, date and time indicated below. If your firm utilize the services of an independent agent in Budapest to deliver proposals, please be certain they understands that additional time may be needed to allow for security review of any packages and that the closing date and time are firm. USAID and the State Department accept no liability for late delivery, or non-delivery, attributable to the diplomatic pouch. Offerors should plan accordingly and are advised not to send their proposal via diplomatic pouch. Any proposal not received in the designated office listed below by the closing date and time will be processed as late. Delivery

**RFP No. 182-08-014**  
**CED - Albania**

to the post office or air courier representative does not constitute meeting the statutory requirement that proposals are received timely at the designated office. For purposes of recording the official receipt of proposals, the date/time stamp by the Contracting Office at RSC/RCO, Budapest will govern.

Proposals, and modifications thereto, shall be submitted in sealed envelopes with the name and address of the offeror and the RFP number inscribed thereon to:

**DESIGNATED OFFICE:**

U.S. Agency for International Development  
Attn: Mr. Hani Takla and Ms. Martha Aponte  
Regional Service Center, Regional Contracting Office  
Bank Center, Granite Tower, 4th Floor  
Szabadsag ter 7-9, 1944 Budapest, Hungary  
Telefax: (011)(36-1) 475-4988  
Telephone: (011)(36-1) 475-4101

Also, Offerors are requested to submit one electronic version of Technical and Cost/Business proposals. **NOTE:** Each email must contain a subject line, which clearly indicates the name of the Offeror and the solicitation number (i.e. sample subject line: "ABCD, Inc – CED - Technical Proposal (or Cost Proposal) - RFP No. 182-08-014"). Electronic submission shall be made to the following email address: [Budapest182-08-014-CED@usaid.gov](mailto:Budapest182-08-014-CED@usaid.gov).

**Closing date and time applies for the submission of both, hard paper copies and electronic version of the proposals as it is stated on the cover letter of this solicitation.**

(e) 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.

(f) 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.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) The Technical Proposal in response to this solicitation shall follow requirements and overarching principles specified in the Statement of Work contained in Section C. Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section **M.2**.

(b) Technical proposals must be strictly limited to no more than **50 pages** (PAGES BEYOND 50 WILL NOT BE EVALUATED), and shall be written in English and typed on standard letter or A4 size page, Time New Roman, 12 font size, single spaced with one inch margins both right and left, and each page numbered consecutively.

Cover pages, dividers, table of contents, and attachments are not included in the 50 page limitation.

Graphs, charts, tables and level of effort matrices which are part of the technical proposal will count towards the 50 page limitation. The following attachments are authorized and will not be counted towards the 50 page limitation:

- Draft workplan;
- Draft Performance-Based Monitoring Plan
- Resumés or curriculum vitae of proposed key personnel;
- Subcontracting information;
- Letters of Commitment of key position candidates; and
- Offeror's experience and past performance references (i.e. Contractor Performance Report – Short Form for each contract or subcontract listed.)



NOTES:

*a. Offerors are requested to pay particular attention to the page limitation provided herein. Any pages above the authorized page limit will not be read or evaluated. Proposals must be submitted in a binder with labeled tabs for each section.*

*b. In the following proposal preparation instructions “major subcontractors” are those subcontractors whose proposed cost exceeds 20% of the Offeror’s total proposed cost.*

(c) The primary sections to be addressed in the technical proposal are:

**1. Technical Approach**

The Technical approach section shall address how the offeror intends to carry out the Statement of Work (SOW) - not simply repeat the language of the RFP - and must set forth in detail the conceptual approach, methodology, and techniques for the accomplishment of the stated objectives and results. The technical approach should begin with a maximum five page for **Executive Summary** (which is included within the 50 page limitation) and then be divided into sections corresponding to, and following the order of, the primary evaluation criteria. This will include but not limited to:

- Concise description of the development problem(s) to be addressed including a description of the relevant social, political, and related factors of the development context, and a description of the strategic approach to address the identified constraints;
- Description of the results to be achieved, including any complementary results which the offeror believes are critical to improved competitiveness of private micro-, small- and medium-sized enterprises but are not included in this scope of work;
- A manageable, consolidated set of components and activities and a clear description of how they will effectively address the problems, achieve the results, engender local ownership and participation, and enhance sustainability;
- The process of selecting cities/municipalities including the selection criteria and the names of the 10 cities/municipalities proposed for the first year of the project and the rationale for their selection;
- Methodologies for identifying industries/enterprises worthy of project assistance in the proposed cities/municipalities and a description of the industries and enterprises that the offeror believes have clear potential for growth and the basis for this determination;
- Approaches to effectively and efficiently using USAID-funded sub-grants under the contract and similar incentives.
- A notional, clear, and feasible implementation plan for the life of the contract that rationalize these activities in a coherent and manageable technical approach that will have significant impact on achieving the results. The plan must show key interventions, milestones, and timeframes for carrying out this activity. This implementation plan should serve as a basis for developing annual work plans and will contain a basic outline of contract performance and strategy to achieve contract results;
- Draft workplan which will include the information required for the general workplan as described in Section F.5;
- Proposed annual performance targets for the five-year life of the project for the indicators included in the SOW, with a description for the methodology and assumptions underlying the proposed targets and are expected to conduct analysis and make assumptions in order to set targets to be achieved;
- A Proposed Performance-Based Monitoring Plan (P-BMP) to include a manageable set of results, indicators and targets, as well as, data collection and analysis approach, consisting of data sources, frequency of data collection; data verification; and responsible parties for data collection. Proposed indicators shall meet USAID data quality standards for validity, integrity, precision, reliability and timeliness described in ADS 203.3.5.1 <http://www.usaid.gov/policy/ads/200/>. The plan should explain how the milestones show progress toward the achievement of expected results. Data collection shall be done by fiscal year to facilitate USAID reporting. The P-BMP should demonstrate how this plan will help clarify and focus project objectives; serve as an early

**RFP No. 182-08-014**  
**CED - Albania**

warning system, forecasting, and reporting tool; promote regular discussions pertaining to project scope and direction; and aid in effective management decision making. It is the Offeror's responsibility to ensure that all costs associated with the implementation of the P-BMP are considered in the proposal.

- Approach to identifying and addressing cross cutting issues including gender, minority and environmental compliance.
- Other relevant information concerning the technical approach consistent with the overarching principles included in the SOW.

The tasks described in the scope of work represent ways to achieve the desired results. The Offeror should avoid rewriting or reworking the scope of work or any supplemental documents and submit them as the Offeror's proposal.

## **2. Management Approach**

Effective management, communication and coordination are critical to optimizing results. Implementing this activity will require the contractor to field an optimal, efficient, and streamlined multidisciplinary team with the right mix of short and long-term skills for achieving the project objective and expected results. Making this team effective will require strong leadership, political sensitivity, and a collaborative while results-driven approach. Offerors shall propose an organizational structure, lines of authority, and team configuration aligned with their technical approach. This will include a clear description of the key positions required for such a team. It will also include the key personnel proposed.

At a minimum, Offerors shall demonstrate and describe the following within the management approach section of their technical proposal:

- a) The proposed management structure which identifies the Offeror's proposed designation of certain positions as key, demonstrates the ability to achieve the Performance Objectives in the statement of work, and defines the chain of authority, the roles and responsibilities of all proposed (key and non-key) positions. Also, how the offeror proposes to effectively and rapidly deploy and mobilize the team.
- b) A description of how the offeror will effectively deploy and manage proposed subcontractors and the extent of Home Office support. Offerors need to provide the subcontracting plan in the technical proposal and cost proposal. A text summarizing the plan shall be included as part of the management approach, however, the plan can be attached as an annex and does not count toward the 50 page limitation of the technical proposal. The plan in the technical proposal should not include dollar amounts to separate costing information, however, the plan in the cost proposal should include the dollar amounts.

Specifically, the management approach should address the oversight and implementation of the various Tasks in the statement of work. Also, it shall detail a strategy, initial interventions and activities for setting up in-country operations for quick project start-up, personnel in the field and in headquarters. This should include the proposed roles and lines of responsibilities for each proposed positions (both key and non-key) and methods of deploying short-term technical assistance. If the Offeror proposes having more than one office location within Albania, the management approach should also include the authorities, communication, and procedures to ensure productivity as well as cost and quality control and coordination for these offices. Offerors shall also describe roles and responsibilities of any proposed subcontractors, how they will be managed, and the extent of Home Office support. A summary Level of Effort (LOE) chart (in workdays **NOT** person-month) must be submitted with technical proposal as well as cost proposal. The Level of Effort chart counts toward the page limitation of the technical proposal.

## **3. Personnel Qualifications and Experience**

The contract proposed by this solicitation will include a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. Non-key personnel will not be evaluated.

Offerors shall propose a team structure that combines the following:

**RFP No. 182-08-014**  
**CED - Albania**

a) Offerors shall identify and clearly describe the professional qualifications, education and relevant experience of its proposed Chief of Party candidate, including demonstrated management, leadership, interpersonal skills and working experience in developing transition and post-conflict countries, for large and complex similar projects. At minimum, the COP should have:

- Excellent, demonstrated ability to lead and inspire a multi-disciplinary team, under difficult and challenging circumstances, to the identification and achievement of contract results;
- At least 10 years of experience managing private enterprise development projects in Southeast Europe and/or other developing regions, with a focus on non- agricultural SME development and with relevant experience in areas like improving business competitiveness and productivity, building trade capacity, supporting workforce development programs, working with local governments; and
- Ability to negotiate activity interests with a range of stakeholders, from high level government officials to private sector leaders; and represent the project with the highest degree of professionalism to a range of USG, GOA and other stakeholders.

b) Offerors shall propose a combination of **other key personnel** that corresponds to its proposed technical approach for each Task in the Statement of Work, and the extent to which local (non-expatriate) expertise will be utilized and local capacity will be developed. At a minimum, qualifications and experience of proposed key personnel shall include relevant background education and work experience for similar projects in developing, transition and post-conflict countries. Offerors must provide a detailed description of the proposed positions, as well as, clear decision making authorities and delegated responsibilities, with full description of management and oversight responsibilities and evidence of language fluency of the proposed candidates.

Please note: Proposed number of key personnel must not be more than five individuals or five percent of contractor employees will be working under the contract, whichever is greater.

Resumes: The resumes should, as a minimum, include the following:

- Experience in developing countries and the extent of participation and level of responsibility undertaken in similar support work during the last 10 years.
- Appropriateness of technical backgrounds and academic credentials.
- The individuals' language capabilities.

Work experience will be presented chronologically (with most recent work experience first) and should contain sufficient details to enable the technical review team to evaluate the qualifications and experience. The resumes shall include the name, telephone number, and email of at least one current or former supervisors, and three other references who do not work for the employee's current company.

Each résumé shall be accompanied by a SIGNED letter of commitment from each candidate indicating his/her:

- (a) availability to serve in the stated position, in terms of days after award;
- (b) intention to serve for a stated term of the service; and
- (c) agreement to the compensation levels which corresponds to the levels set forth in the cost proposal.

Note: USAID neither requests nor desires exclusivity agreements between contractors and proposed personnel.

Key personnel must be available immediately upon contract signature to initiate the assignment in Albania. Key personnel and staff must be available to travel throughout to Albania to attend to contract implementation tasks. It is preferred, that the U.S. Project Manager (COP) be available for the 60-month duration of the contract.

At USAID's discretion, telephone, video conference, or face-to-face discussions will be conducted with a maximum of three key personnel, including the Chief of Party, and the home office backstop person for each firm ranked within the competitive range for this activity. Accordingly, the signed statement shall also state their availability to participate in discussions (whether by telephone, video conference or face-to-face).

#### **4. Past Performance**

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

1. For the prime offeror and each major subcontractor, list in an annex to the technical proposal five to seven of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, type of work, scope of work, and complexity/diversity of tasks and 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 Offerors alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it).

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

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

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

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

(2) As part of the evaluation of performance in Section **M.2** of this solicitation, USAID will evaluate the extent the Offeror 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 the Offeror's SB subcontracting plan or other similar small business incentive programs set out in the contract(s).

(3) In order 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 the organization's use of small business concerns over the past three years. Describe how the Offeror actually used 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 Offeror's compliance with its SB subcontracting plan(s) or other similar SB incentive programs set out in relevant contract(s) and explain any mitigating circumstances if goals were not achieved. This narrative summary counts toward the page limitation of the technical proposal.

(B) To supplement the narrative summary in (A), provide with the summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which Offeror was required to report for the past three years. SF 294 can be submitted as an annex to the cost proposal.

(C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern

provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

## L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The cost proposal shall be submitted separate than from the technical proposal. While there is no page limit, the Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement. Provide detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost in sufficient detail to facilitate determination of cost reasonableness.

The cost proposal at a minimum should contain the following, for the five-year period:

1. **Standard Form (SF) 33:** Offerors must submit the cover page (Section A) of this solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.
2. **Completed Section K,** Representations, Certificates and Other Statements of Offerors: See Section K above and submit on line at: <https://orca.bpn.gov> (for the prime offeror and each subcontractor).
3. **Disclosure of Lobbying Activities, SF-LLL:** See attachment 2; also at: <http://www.usaid.gov/forms/sflllin.pdf> (for the prime offeror and each proposed subcontractor).
4. **A summary Level of Effort (LOE) chart.**
5. **Cost Matrixes:** See Attachment 4, and **follow the stated instructions.**
6. **Detailed budget breakdowns for each year** for the prime Offeror and each proposed subcontractor.
7. **Supporting information and budget narrative (for the prime offeror and each proposed subcontractor):** The supporting cost information should be provided in sufficient detail to allow complete cost realism, allowability, and reasonableness analyses of the proposal. This should include, but not limited to, the estimated cost elements at a detailed level, plus a detailed description that identifies each cost element and addresses why these costs are considered realistic and necessary to successfully implement the activity. The description shall specifically reference the page and paragraph of the technical proposal that these costs are associated with.
8. **If the Offeror is a joint venture or partnership,** (see FAR Subpart 9.6) for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed; and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the various approvals and possible revisions under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.
9. **Audited balance sheet and profit and loss statement for the past three years (2004-2007) for the offeror and each proposed subcontractor.**
10. **A copy of the offeror's and each proposed subcontractors' personnel policies and procedures** in effect at the time the offer is submitted, especially regarding salary and wage scales, merit increases, promotions, leave, differentials, travel policies, procurement policies, fringe benefit, etc. *Fringe Benefit Information:* Unless the offeror's (and each subcontractor's) Negotiated Indirect Cost Rate Agreement contains a fringe benefit rate(s), the rate(s) proposed in the calculations shall be supported by a detailed breakdown comprising each item of fringe benefits (i.e., unemployment insurance, retirement, worker compensation, health and life insurance, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. Each page shall have the prime contractor's (or subcontractor's) name clearly marked.
11. **A copy of the offeror's (and each proposed subcontractor's) travel policies** in effect at the time the offer is submitted.

12. **Completed and signed Contractor Employee Biographical Sheet:** Required for any proposed or named key or non-key personnel and whose daily rate will be included in the cost proposal. See Attachment 1 (Salary history and proposed rates for local employees are to be submitted in local currency).
13. **Indirect Cost Information:**
- a) The offeror and each subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from the offeror's cognizant Government Audit Agency, if any, stating the offeror's most recent final indirect cost rates (if the offeror does not have predetermined rates) and/or the current provisional or predetermined rates accepted by the cognizant Government Audit Agency for proposal/billing purposes, the base to which such rates are applied, and the offeror's fiscal year (e.g., October 1 through September 30). The offeror shall also provide the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
  - b) If the offeror does not have a cognizant Government Audit Agency, the offeror shall provide its audited balance sheets and profit and loss statements for the last two complete years and the current year to date (or such lesser period of time if the offeror is a newly-formed organization). The profit and loss statements should include the total costs of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the offeror's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.
  - c) If the offeror proposes, the use of indirect cost rates which are lower than what can be supported by the aforesaid documentation, the offeror shall include detailed documentation demonstrating the reasonableness of the lower rates. Such documentation may include the impact that the contract would have on the offeror's business activities and volume.
  - d) If the offeror or any subcontractor proposes lower indirect cost rates, a ceiling rate agreement must be included as part of its proposal, using "Attachment 5".
14. **Evidence of Responsibility:** The offeror and each subcontract must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Sub- section 9.104-1. If the Offeror fails to submit sufficient evidence, the Contracting Officer to make an affirmative determination of non-responsibility and be precluded from awarding a contract to that Offeror. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, prime Offerors should seriously address each element of responsibility. To this end, the offeror must demonstrate that it:
- i. Has adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
  - ii. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
  - iii. Has a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
  - iv. Has a satisfactory record of integrity and business ethics;
  - v. Has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a)); and
  - vi. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.). The information stated above in this section regarding responsibility shall be included for each subcontractor. Each subcontractor must be responsible in order to receive a subcontract.
15. **Subcontractors Information:** This Part shall contain all subcontractor(s) information as set forth below. A tab or colored divider sheet shall separate each element of subcontractor(s) information, as well as each subcontractor. Each page shall have the subcontractor's name clearly marked. At a minimum, this section must include:
- a. A letter of commitment on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically states the following:
    - (i) The subcontractor's agreement to be included in the offeror's proposed teaming arrangement; and

(ii) Discussion and agreement on type(s) of subcontract(s) to be used, terms and conditions, and approximate percentage of each type of work to be subcontracted.

b. Information to Support Consent to Subcontractors.

c. The Offeror must address (in negotiation memorandum) each of the elements in FAR 44.202-2 and FAR 52.244-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

16. **Small Business and Small Disadvantaged Business Subcontracting Plan:** If the Offeror is other than a small business (and proposes to use subcontractors), it must submit a Subcontracting Plan. The subcontracting plan must include information found at FAR Part 19.704. Submitted plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns (See Attachment 3–Model Subcontracting Plan Outline)

**NOTE:** For the purposes of the small business and small disadvantaged business subcontracting plan, individuals acting as independent consultants are considered to be subcontractors, and are also considered to be small businesses if they meet the small business size standard set forth in Section K. Individual consultants who are Black Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1 are considered to be small disadvantaged businesses if they meet the small business size standard set forth in Section K.

17. **Fixed Fee:** The contract resulting from this solicitation will be a cost-plus-fixed-fee completion contract. The proposed fee must be justified based upon the following factors: technical, management, support for Federal socioeconomic programs, and cost control. Any additional factors may be discussed as a basis for fee. A written discussion justifying the proposed fixed fee is required.

## **L.8 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS:**

In accordance with Section D of this solicitation, Offeror(s) should submit a preliminary BIP and MP (not to exceed two pages) as a separate annex to the cost proposal. **The BIP and MP will not be a part of the technical evaluation.** Offerors must include all estimated costs associated with the Branding Implementation Plan and the Marking plan of the CED project.

The successful Offeror will submit detailed Branding Implementation Plan (BIP) and a Marking Plan (MP) within thirty (30) days after the contract start date. The approved plans will be incorporated into the Contract.

### **Branding Implementation Plan (BIP):**

A Branding Implementation Plan must be developed by the successful Offeror. It shall describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the contractor will use to deliver the message that the assistance is from the American people.

More specifically, Branding Implementation Plan must address the following:

1. How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in Serbia and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, PSAs, videos, web casts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked

**RFP No. 182-08-014**  
**CED - Albania**

to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

**Marking Plan (MP):**

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

Except for the manufacturer's trademark on a commercial item, *the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications*. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors' offices, vehicles, and other non-deliverable items.

**L.9 EEO COMPLIANCE REVIEW (OCT 1997)**

If the award, when let, should total \$10 million or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10 million or more shall be subject to a compliance evaluation before the award of the contract unless OFCCP has conducted an evaluation and found them to be in compliance with Executive Order 11246 within the preceding 24 months (FAR 22.804).

**END of Section L**



**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 GENERAL EVALUATION INFORMATION**

- (a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract awards to the responsible Offeror whose proposal represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
- (c) The submitted technical information will be scored by a Technical Evaluation Committee (TEC) using the evaluation factors described in this section. The TEC may include representatives from other donors or the host government, who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) For overall evaluation purposes, technical factors, when combined, are considered significantly more important than cost/price factors.

**M.2 EVALUATION CRITERIA**

Proposals will be evaluated using the criteria shown below. Offerors should note that these criteria:

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

The evaluation criteria shown below reflect the requirements of this particular solicitation and are presented by major category with descending order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The specific evaluation criteria are as follows:

<b>Technical Evaluation Criteria</b>	<b>Weight</b>
<b>Technical Approach</b>	<b>40 points</b>
<b>Personnel Qualifications and Experience</b>	<b>30 points</b>
<b>Management Approach</b>	<b>15 points</b>
<b>Past Performance</b>	<b>15 points</b>
<b>Total Possible Technical Evaluation Points</b>	<b>100</b>

Offerors are encouraged to propose innovative implementation designs to reach the desired results, and an aggressive but realistic schedule of performance milestones as steps toward reaching those results. Priority will be given to proposals that include credible, innovative approaches, strategies and interventions to achieve the desired results.

**1. Technical Approach (40 points)**

Offerors will be evaluated on their technical approach in accordance with the following sub-criteria which are weighted as indicated below:

- a) The extent to which the proposal demonstrates a clear understanding of the development challenge; a convincing technical approach to address the challenge; a compelling set of components, activities and critical tasks to strengthen the MSME competitiveness, including the process of selecting municipalities/cities, industries and individual enterprises to be assisted by the project. **(15 points)**

- b) The extent to which the proposal includes a realistic draft workplan, and an implementation plan that lays out compelling implementation mechanisms, coordination arrangements and corresponding sequencing that clearly and convincingly address how the offeror will produce the deliverables and achieve the results included herein. Offerors will clearly describe proposed inputs and outputs, and the manner in which these lead to the outcomes and results sought by USAID. **(10 points)**
- c) The extent to which the proposal includes a Performance-Based Monitoring Plan that presents the results to be achieved with associated indicators and targets, as well as data collection and analysis approach, consisting of data sources, frequency of data collection; data verification; compliance with data quality standards, and responsible parties for data collection. **(10 points)**
- d) The extent to which cross cutting issues including gender, minority and environmental issues are identified and addressed within the technical approach. **(5 points)**

## **2. Personnel Qualifications and Experience (30 points)**

Offerors will be evaluated based on the demonstrated relevant experience, education, and technical expertise of the proposed key personnel and quality of plans to use local professional personnel to achieve the Performance Objectives of the statement of work in accordance with the following sub-criteria:

- a) Demonstrated experience, education and technical expertise of proposed Chief of Party **(15 points)**.
- b) Demonstrated experience, education and technical expertise of other key personnel and the optimized use of local professional personnel **(15 points)**.

## **3. Management Approach (15 points)**

Extent to which the proposed management approach and the project team structure, including the home office personnel supports the technical approach and convincingly demonstrates the capacity to implement the proposed program effectively and achieve the Performance Objectives in the statement of work. Also, clearly define the chain of authority, the roles and responsibilities of all proposed positions (key and non-key), and subcontractors, and how the team will be effectively and rapidly be mobilized immediately after the contract award. **(15 points)**

## **4. Past Performance (15 points)**

a) Past Performance for prime offeror and major subcontractors will be evaluated based on the implementation of projects similar in scope, size and complexity. References may be asked to comment on items such as: a) Quality of service, including consistency in meeting goals and targets, b) Cost control, including forecasting costs as well as accuracy in financial reporting, c) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks, d) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements, e) Customer satisfaction with performance, including end user or beneficiary wherever possible, and f) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified. **(10 points)**

b) Demonstrated utilization for the services of small businesses concerns (in the past). (Offers from small business concerns will not be evaluated against this factor). **(5 points)**

In cases where: 1) an offeror lacks relevant performance history, 2) information on performance is not available, or 3) an offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor, then the offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to

any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points. (For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. If this sub factor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime offeror's technical proposal will have a maximum of 90 possible points. If it was assigned a score of 80 points out of the 90 maximum possible points, its technical score for evaluation against the other offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best value decision made under this solicitation). An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

### **M.3 COST PROPOSAL EVALUATION**

Evaluation points are not awarded for cost. The review of the cost proposal shall include a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the Offeror's understanding of work, and the Offeror's ability to perform the contract. These will consist of a review of the cost portion of an Offeror's proposal to determine if the overall costs proposed are reasonable and realistic for the work to be performed, if the costs reflect the Offeror's understandings of the requirements, and if the costs are consistent with the technical proposal. Cost proposals providing more direct funding towards the program instead of administrative costs will receive higher weight assuming the technical proposal provides for a feasible program implementation and achievement of development impact objectives. Evaluation of cost proposals will consider but not be limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation.
- Overall cost control evidenced by proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).
- Total resource allocation for programmatic interventions.
- Amount of proposed fee, if any.
- Cost efficiency of proposed Other Direct Costs (ODCs).
- Subcontracting Plan, if any.
- Ceiling on indirect cost rates.

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 Offeror with the highest technical evaluation score. Although for this procurement technical proposal merits are considered significantly more important than cost relative to deciding whom best might perform the work. Therefore, 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 estimated 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.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

**(a)** The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the technical factors and cost evaluation (FAR 15.306(c)) presented in this section. A competitive range determination (if necessary) may take place at any point in the evaluation process.

**(b)** If the Contracting Officer determines that discussions are necessary, a competitive range composed of only the most highly rated proposals will be established. In accordance with FAR 52.215-1(f), 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.

**RFP No. 182-08-014**  
**CED - Albania**

(c) 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. This could possibly result in a competitive range of one.

**M.5 SOURCE SELECTION**

(a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

**M.6 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.

**END of Section M**

**RFP No. 182-08-014**  
**CED - Albania**

**ATTACHMENT 1**

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

<http://usaid.gov/forms/a1420-17.doc>

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
--	------

# DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT 2

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

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. CONTRACT</p> <p><input type="checkbox"/> b. GRANT</p> <p><input type="checkbox"/> c. COOPERATIVE AGREEMENT</p> <p><input type="checkbox"/> d. LOAN</p> <p><input type="checkbox"/> e. LOAN GUARANTEE</p> <p><input type="checkbox"/> f. LOAN INSURANCE</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. BID/OFFER/APPLICATION</p> <p><input type="checkbox"/> b. INITIAL AWARD</p> <p><input type="checkbox"/> c. POST-AWARD</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. INITIAL FILING</p> <p><input type="checkbox"/> b. MATERIAL CHANGE</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>YEAR                      QUARTER</p> <p>DATE OF LAST REPORT</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> PRIME                      <input type="checkbox"/> SUBAWARDEE</p> <p>TIER _____, IF KNOWN:</p>  <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of</p>          <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p>    <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number if known:</p>	<p>9. Award Amount if known:</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p style="text-align: right;">AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)</p>

## 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**

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

**ATTACHMENT 3**

**SMALL BUSINESS PLAN TEMPLATE**

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

**MODEL SUBCONTRACTING PLAN OUTLINE \***

Identification Data

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

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

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

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

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

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

\* *Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, 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.*

**RFP No. 182-08-014**  
**CED - Albania**

1. Type of Plan (Check One)

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

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

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

(2) A statement of--

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

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

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

- (i) Small business concerns;  
(ii) Veteran-owned small business concerns;  
(iii) HUBZone small business concerns;

**RFP No. 182-08-014**  
**CED - Albania**

- (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

**RFP No. 182-08-014**  
**CED - Albania**

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: \_\_\_\_\_

ATTACHMENT 4

**COST MATRIX**

(This cost matrix will be used for the purpose of evaluating cost for the award of the contract)

**I. Offerors shall use the below cost matrix to submit:**

- (a) One summary matrix for the whole project with subcontractors' costs distributed to each line item.
- (b) One summary matrix for the prime's costs for the five-year period.
- (c) One summary matrix for each subcontractor's cost for the five-year period.
- (d) One summary matrix for each project year, for the prime offeror, and for each proposed subcontractor.

**Budget Summary for Years (1) to (5)**

<b>Cost Element</b>	<b>\$ Amount</b>
<b>Labor/Salaries</b>	
LT Expatriates	
LT Local Professionals	
ST Expatriates	
ST Local Professionals	
Local Support Staff	
Home Office Professional Support	
<i>Sub Total Labor/Salaries</i>	
<b>Post Differential</b>	
<i>Total Salaries/Wages</i>	
<b>Corporate Fringe Benefits</b>	
LT Local Professional Fringe Benefits	
LT Local Admin Support Fringe Benefits	
<i>Total Fringe Benefits</i>	
<b>Other Direct Costs</b>	
International travel	
US domestic travel	
Local domestic travel	
Per diem	
Ground transportations	
<i>Sub Total Travel, Transportation &amp; Perdiem</i>	
<b>Training (off &amp; in-country including any associated travel costs)</b>	
Office Equipment, Vehicles, etc.	
Other Allowances (TQSA, LQA, etc.)	
Air/Sea Shipments and Storage	
Other Program or Office Operation Costs	
<b>Plug Figure for Grants under Contracts*</b>	<b>*500,000.00</b>
Exchange Rate loss/gains**	**
<b>Indirect Costs</b>	
Overhead	
G&A	
<b>Total Estimated Cost</b>	
<b>Fixed Fee</b>	
<b>TEC Plus Fixed Fee</b>	

- II. a) \*This plug figure should be removed when the matrix is used for subcontractor(s)' budget.  
b) \*\* Offerors should clarify and propose how they intend to deal with exchange rate fluctuations during the life of the award, according to their accounting systems and procedures. During implementation, the successful Offeror/Contractor may include this line item in its monthly voucher/invoice to indicate any losses or gains due to exchange rate fluctuations, if any, which may be reimbursable or creditable.

### **III. Budget Line Item Definitions and Illustrations**

**Salary and Wages:** FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the offeror's personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours. Biographical Data Sheets are required for all proposed staff being proposed (form is attached, also, can be obtained at <http://www.usaid.gov/forms>). Specific discussion of the estimated annual escalation of salaries and other costs salaries can be found in Section H.7, Personnel Compensation.

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

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

**Travel, Transportation, and Per Diem:** FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752- 7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the Offeror's normal travel policies, and may refer to the Federal Standardized Travel Regulations for cost estimates.

**Equipment and Supplies:** FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors' use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease. A list of proposed non-expendable property purchases shall be submitted. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased. The Offeror should include a detailed procurement plan for equipment to be purchased under this contract containing explicit information on how procurements will be accomplished. Equipment procurement under this contract is subject to the contract clause entitled "Title to and Care of Property" (AIDAR 752.245-71).

**Subcontracts/Consultants:** FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable. Sufficient Information to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.

**Allowances:** AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with offeror's policies and these regulations and policies. The Independent Government Cost Estimate for these services includes allowance limits established by the U.S. Department of State. Allowances may include: post

**RFP No. 182-08-014**  
**CED - Albania**

differential, danger pay, housing for resident expatriates, relocation expenses, education allowances, and other related allowances.

**Other Direct Costs:** FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units. This may include office rent, cleaning, maintenance and utilities costs, bank fees, courier services, books and periodicals, photocopying, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits). This may also include specific information regarding the type and cost of communication at issue (i.e. mail, telephone, cellular phones, internet etc.) as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. If seminars and conferences are included, the Offeror should indicate the subject, venue and duration of proposed conferences/seminars, number of attendees and their relationship to the objectives of the program, along with estimates of costs. The narrative should provide a breakdown and support for all other direct costs. This will allow for assessment of the realism and reasonableness of these types of costs.

**Overhead, G&A and Material Overhead:** FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs. All indirect rates offerors propose (in the above budget format) must match those ceiling rates proposed in Section B. Some offerors may not have indirect cost pools, which allocate costs in the manner identified above. For those items which the offeror does not utilize to allocate indirect costs, please identify in the proposal that these categories are not applicable.

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

*1/ The regulatory references provided for each line item are initial ones that provide an introductory definition for these particular cost items, and are not intended to be a complete list of applicable regulations or policies. Also, the regulatory references assume cost-reimbursement contract types, and may vary or differ in their applicability given other types of contracts.*



**ATTACHMENT 5**

Offeror:

Address:

SUBJECT: Deviation from the Negotiated Indirect Cost Rate Agreement (NICRA)  
Solicitation No. \_\_\_\_\_

Dear Offeror:

The proposed subject contract contains a deviation from the Negotiated Indirect Cost Rate Agreement (NICRA) between your firm/organization and the U.S. Government. The reduction in the agreed to NICRA rates is part of a cost-sharing or other ceiling arrangement. You must acknowledge by signing and returning this letter that the reduction in the indirect cost rate shall not be recouped on other contracts or grants with the U.S. Government \_ the reduction shall be taken from profit or fee.

If your organization is a for-profit firm, a copy of this letter containing your acknowledgment signature will be forwarded by the A.I.D. Office of Acquisition and Assistance to your cognizant audit agency. If your organization is non-profit, your signature on this letter constitutes agreement that you shall forward a copy of this letter (with your signature) to your auditing firm prior to their next audit under OMB Circular A\_133.

An officer with the authority to bind your organization must sign and date this letter in the space indicated below. This signature indicates acceptance of and compliance with the above stated conditions.

Offeror:

Name: \_\_\_\_\_

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

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

**ATTACHMENT 6**

**BACKGROUND INFORMATION AND REFERENCE MATERIAL**

1. Non-Agricultural Sector Assessment (NASA) for Albania, November 2007  
[http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm)
2. Enterprise Development and Export Market Services (EDEM) Year 4 Annual Report (October 1, 2006 – September 30, 2007) and Year 5 Second Quarterly Report ( January 1, 2008 – March 31, 2008)  
[http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm)
3. Albanian Foreign Trade Reports, published by the Albanian Center for International Trade (ACIT) , available at:  
[www.acit-al.org](http://www.acit-al.org)
4. USAID/Albania's Assistance Program Information (strategy, projects, etc.)  
[http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm)
5. Labor Market Review of Albania 2006, published by the European Training Foundation (ETF) available at:  
[www.etf.europa.eu](http://www.etf.europa.eu)
6. World Bank's Albania Country Assistance Strategy 2006-2009 available at: [www.worldbank.org.al](http://www.worldbank.org.al)
7. Initial Environmental Examination (IEE) for the "Albanian Competitive Enterprise Development Project" .  
[http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm)
8. Local Government Program in Albania (LGPA)'s Quarterly Reports (October – December 2007 and January – March 2008)  
[http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm)
9. Local Compensation Plan for local employees at USAID/Albania:  
[http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm)
10. Coordinated Action Against Human Trafficking, 2<sup>nd</sup>. quarter report FY 2008.  
[http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm)

"Offerors should regularly check [http://albania.usaid.gov/gj2/31/category/Special\\_Features.htm](http://albania.usaid.gov/gj2/31/category/Special_Features.htm) website as more reports/background information could be made available and posted after the issuance of this RFP".

**ATTACHMENT 7**

**List of Acronyms**

AAC	Albanian Agriculture Competitiveness Project
ACIT	Albanian Center for International Trade
BEO	Bureau Environmental Officer
CED	Competitive Enterprise Development Project
CO	Contracting Officer
COP	Chief of Party
CTO	Cognizant Technical Officer
DCA	Development Credit Authority
EDEM	Enterprise Development & Export Market Services Project
FSVC	Financial Services Volunteer Corps
GDP	Gross domestic Product
GOA	Government of Albania
ICT	Information and communication technology
IEE	Initial Environmental Examination
KESH	Albanian Power Corporation
LGPA	Local Governance Program in Albania
MoLSAEO	Ministry of Labor, Social Affairs and Equal Opportunities
MSME	Micro, small and medium enterprise
P-BMP	Performance-based monitoring plan
PMP	Performance monitoring plan
RFP	Request for proposal
SME	Small and Medium-sized Enterprise
SNV	Netherlands Development Organization
TDB	To be determined
UNDP	United Nations Development Programme
UNOPS	United Nations Office for Project Services
USG	United States Government
USAID	United States Agency for International Development

**END of Attachments**