

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 30
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 3/10/2009	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Agency for International Development Office of Acquisition and Assistance M/OAA/GRO/ALPS, Room 7.09-101 Washington, DC 20523	CODE	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) To all Offerors/Bidders		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. M-0AA-GRO-ALPS-08-1023	
			9B. DATED (SEE ITEM 11) 12/30/2008	
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE:	FACILITY CODE:		10B. DATED (SEE ITEM 11)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:				
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14				
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103 (b).			
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is NOT <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.				
The purpose of this amendment is to make administrative corrections to the solicitation and provide responses to the submitted questions. In addition, the solicitation closing date is amended as follows: The solicitation closing date and time is hereby amended to read: March 30, 2009, 4:00 p.m. Eastern Standard Time. All proposals in response to this RFP are due on the above date. All other information contained in the solicitation remains the same. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER		16A. NAME AND TITLE OF CONTRACTING OFFICER William Reynolds, Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 3/11/09	

1. Page 1, Standard Form 33, Solicitation, Offer and Award, Block 9, should read as follows:

Sealed offers in original and 3 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 Item 7 until 4: 00 p.m. local time March 13, 2009.

2. Amendment 02 amends the RFP closing date from: 4 p.m. EST, February 26, 2009 to: 4 p.m. EST March 13, 2009.

3. Page 6, Section B.4, MAXIMUM CONTRACTING CEILING, delete the number of awards under this IQC is ___ TBD ___.

Insert: The number of awards under this procurement is anticipated to be 5 awards, small business set-asides.

4. Page 8, Section B.8 CEILING ON FIXED FEE, replace the paragraph with following:

For each task order issued under this IQC, the offeror and subcontractor(s) agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the offeror must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual task order for (name subcontractor(s)) exceed _____ percent (subcontractor(s) proposes ceiling percentage(s)) of the subcontractor's estimated cost, excluding fee.

5. Page 14-15, Section C. Expected Task Orders Services, insert the following omitted task ordered services:

- (5) Drafting, revising, editing, and preparing for publication evaluation reports, impact evaluations, meta-evaluations, syntheses, and other publications related to evaluation, such as newsletters, brochures, and workshop and seminar reports;
- (6) Logistical and administrative support for field evaluations conducted by MPBP/PERF and other central program and policy offices, and USAID field missions;
- (7) Personnel to organize and implement workshops, meetings, conferences, and seminars to disseminate study findings;
- (8) Logistical and administrative support for Agency-sponsored evaluation training at third party institutions, such as conferences, institutes, the American Evaluation Association, the World Bank and others; and
- (9) Experts to conceptualize and implement a balanced mix of hard copy, electronic and other media for documentation, dissemination, and utilization of evaluation findings,

conclusions, and recommendations, including, but not limited to, tracking systems for evaluation recommendations;

(10) Related results & program planning.

6. Page 15, Section C, Personnel Requirements, insert the following labor categories as identified as Level 1-Senior, Level 2 -Med, and Level 3- Junior:

	Level 1 Senior	Level 2 Mid	Level 3 Junior
1. Senior Technical Advisor			
2. Economic and Trade Analyst			
3. Finance and Budget Analyst			
4. Private Sector Analyst			
5. Agriculture Analyst			
6. Health and HIV/AIDS Analyst			
7. Population Analyst			
8. Nutrition Analyst			
9. Environment, Energy and Natural Resource Analyst			
10. Women in Development, Gender Analyst, and Anti-Trafficking Specialist			
11. Training and Performance Improvement, and Workforce Development Specialist			
12. Basic and Higher Education Specialist			
13. Program and Policy Analyst			
14. Democracy and Governance Analyst			
15. Humanitarian Assistance/Complex Emergency			
16. Management and Operations Research Specialist			
17. Institutions and Organizations Analyst			
18. Evaluation Training Specialist			
19. Evaluation Methods Specialist			
20. Engineering Analysis			
21. Human Capacity Development			
22. Conflict Prevention, Mitigation and Reduction, and Post-Conflict			
23. Reconstruction			
24. Social Sciences			
25. Human Resources Specialist			

7. Page 20, Section F.1 PERIOD OF PERFORMANCE,

a. Delete the first paragraph and insert with the following: The ordering period for this contract is five (5) years from the date of award of the contract.

b. Delete the second paragraph, second sentence and insert the following: First the period of performance for a task order may not go beyond three(3) years.

8. The following clauses are added in full text in Section I—CONTRACT CLAUSES:

I.8 52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2008)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by the law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) *Business ethics awareness and compliance program and internal control system.* This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial

item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I.9 52.203-14 Display of Hotline Poster(s) (Dec 2007)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

I.10 52.222-50 Combating Trafficking in Persons (Feb 2009)

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

“Coercion” means—

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

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

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

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

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

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

(1) Notify its employees of—

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

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

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(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.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

Alternate I (AUG 2007). As prescribed in 22.1705(b), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(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 to Performance 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.]

I.11 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

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

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonable appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received—
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
 - (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—
- (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer.

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons.—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The _____ [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is required.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapons by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects for deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)

(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

9. Page 59, delete references to Attachment 10 – Cost/Price Evaluation Matrix and in other sections of the RFP.

10. Page 61, Section K.3, 52-230-1 Cost Accounting Standards Notices and Certification (June 2000) has been revised. FAR 52.230-1 Cost Accounting Standards Notices and Certification (Oct 2008) is inserted and reads as follows:

52.230-1 -- Cost Accounting Standards Notices and Certification (Oct 2008)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO
or Federal Official Where Filed: _____

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

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO
or Federal Official Where Filed: _____

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

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

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

* yes * no

(End of Provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

* (5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

* (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

* (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

11. Page 72, L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL, paragraph (b), third sentence, delete the following:

Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border.

Insert the following:

Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, double sided, single-spaced pages with margins no less than one inch on each border.

12. Page 74, Section L, (e) Offer Acceptability, delete paragraph (2) and insert the following paragraph:

Submission of proposed costs/prices, other direct costs, and indirect cost information as required by Section B of this RFP; Submission of proposed percentage for ceiling on fixed fee and ceiling indirect cost rates information as required by Section B of this RFP.

13. Page 76, L.9 DELIVERIES TO LOADING OCKS (FOR USID/W ONLY), paragraph (h), insert the following person as the primary:

NAME: Ray Carmichael, Contracts Specialist
PHONE NUMBER: (202) 712-4433

14. Page 79, paragraph (ii) Functional Labor Categories

- a. Bottom of page, delete the paragraph "Note" in its entirety.
- b. Delete the following sentence: Resumes shall be compiled in an annex to the technical proposal in the same order as the Functional Labor Categories listed in Section L.11 (b) of this RFP.

Insert the following sentence:

Resumes shall be compiled in an annex to the technical proposal in the same order as the Functional Labor Categories listed in Section C of this RFP.

c. Insert the following paragraphs:

Personnel must contain one page (maximum) summary on the expertise of staff, consultants, and other personnel specialists. Additionally, Offerors shall prepare a brief biographical statement for all proposed staff, consultants, and other personnel specialists (no fewer than four biographical statements per page). Biographical statements shall specify all technical areas of expertise for each personnel specialist, their breadth and depth of operational experience and technical qualifications. Personnel specialists may have expertise in one or more of the technical labor areas listed; i.e., a different person need not be proposed for each technical labor area listed. Biographical statements and roster/matrix are to be attached in the annex.

The following qualification levels expected in the recruitment and selection of U.S. personnel are illustrative only (do not apply to the IQC Manager). Requests for Task Order Proposals (RFTOP) shall define required personnel qualifications and experience.

Level I: A Level I senior technical staff must have a Masters and 15 years experience (or equivalent) and 10 years of experience.

Level II: A Level II mid-level technical staff should have a Masters and 10 years experience.

Level III: A Level III junior technical staff should have at a bachelors degree and 2 years experience.

Note: The minimum qualifications defined for technical staff shall be strictly followed in the selection and payment of personnel via the task order system.

15. Page 80, Section (4) Past Performance Information

- a. Paragraph (i), correct Attachment J.3 to read Attachment 7.
- b. Paragraph (ii), correct Block 6 to read Block 5.

16. Page 81, Section (5) SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGETS.

a. First line remove and replace with the following: [See also FAR 52.219- 24, and Section M.3 (6) of this RFP].

b. Paragraph (i), first sentence remove and replace with the following: Subsection L.6 contains FAR clause 52.219-24 and Section M.5 contains a source selection sub criterion related to the participation of small disadvantaged business (SDB) concerns in the contract.

17. Page 82, middle of page, the paragraph "Note", Labor Distribution Chart in Attachment J.3 should read Attachment 9.

18. Page 82 through Page 85, L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL, paragraph (b) Part2 - Proposed Costs/Prices delete in its entirety up to paragraph (c) Part 3.

Insert the following paragraphs:

(b) Part 2 - Proposed Costs/Prices

(1) Offerors must provide one original and two (2) copies of a cost proposal. Each must be identified as such, e.g., "original" or "copy 1 of 2" etc. Originals will be official file documents and such must be unbound and two-hole punched at the top. The other copies must be contained in three ring binders. The offeror must also submit an electronic copy on a 3 ½ disk or CD-ROM as well, no e-mails.

(2) Each offeror must provide a cost proposal to coincide with the line items set forth below. Offerors must use the dollar estimates (to be used for evaluation purposes) to apply the appropriate indirect rates and fee to its budget:

- (a) This cost proposal will be used for the purpose of evaluating cost for the award of the Indefinite Quantity Contract (IQC).

(b) Each offeror shall provide a cost proposal to coincide with the line items set forth below. Offerors shall use the dollar estimates to calculate the appropriate indirect rates and fee for its budget. A Level of Effort (LOE) breakdown is given in Note (4) to be used in generating the cost proposal. Use the labor categories/levels and corresponding LOE. Determine the estimated LOE usage of employees for that particular labor category/level and apply the Unburdened Daily Rate Ceiling (for Employees). In a like manner, determine the estimated usage of consultants for a particular category/level and apply the Burdened Daily Rate Ceiling (for Consultants). The Ceiling rates for both the employees and consultants shall be equal to or greater than the highest daily rate for any of the employees or consultants proposed and will be used as guidelines for equivalent/similar labor categories that are not listed below. (Note that the ceiling rates will also be listed in Section J. of the contract and daily rates for employees/consultants proposed for any task order shall not exceed the Daily Rate Ceilings set forth. Supporting information must be provided in sufficient detail to allow a complete analysis of cost.

**5 Year Task Order Budget
 (for cost evaluation purposes only)**

Cost Element	Amount
Total Direct Labor	
Salary	\$ _____
Fringe Benefits	\$ _____
Consultants	\$ _____
Subcontracts	\$ 10,000,000
Allowances	\$ 10,000,000
Travel, Transportation, and Per Diem	\$ 8,000,000
Other Direct Costs	\$ 10,000,000
Direct Cost (workshops, publications, seminars)	\$ 6,000,000
Overhead	\$ _____
G&A	\$ _____
 Total Estimated Cost	 \$ _____
Fixed Fee	\$ _____
 Total Est. Cost Plus Fixed Fee	 \$ _____

Note 1: All indirect rates offerors propose (in the above budget format) must match those ceiling rates proposed in Section B. The fixed fee proposed must match the fixed fee ceiling proposed in Section B.

Note 2: Some offerors may not have indirect pools, which allocate costs in the manner identified above. For those items which the offeror does not utilize to allocate indirect costs, please identify in the proposal that these categories are not applicable.

Note 3: For further clarification, the following budget line items include the costs as listed:

- (i) Allowances - post differential, danger pay, housing for resident expatriates and TCNs, relocation expenses, education allowances, other related allowances.
- (ii) Travel, transportation and per diem expense.
- (iii) Other Direct Costs - bank fees, courier services, phone and fax, Internet services, books and periodicals, visa expenses, office rental, equipment and supplies, office utilities, office cleaning and maintenance, etc.
- (iv) Capacity Building - tuition and fees for foreign nationals to receive training/education in a location which is outside of their country of residence.

Note 4: The contractor shall furnish expertise with the necessary education, training and/or relevant experience, as specified in the task orders to be issued under this contract. The illustrative functional labor categories with general requirements provided below are not all inclusive. The contractor may propose other functional labor categories depending on the nature of the requirements. Each RFTOP will specify the requirements for each position.

The budgets shall be completed with the Prime's and Subcontractors' NICRA information (as applicable). Offerors shall use the same candidates proposed in response to Section L.10 of this RFP.

The following breakdown is given for offerors to use in the preparation of their cost proposal and is illustrative:

(a) Use for Evaluation Services proposal:

Labor Category	LOE Person/Days	Employee Unburdened Ceiling Daily Rate	Consultant Burdened Ceiling Daily Rate
1 Senior Technical Advisor	1300	\$ _____	
2 Economic and Trade Analyst			
Level 1	1300	\$ _____	\$ _____
Level 2	1300	\$ _____	\$ _____
Level 3	2600	\$ _____	\$ _____
3 Finance and Budget Analyst			
Level 1	1300	\$ _____	\$ _____
Level 2	1300	\$ _____	\$ _____
Level 3	2600	\$ _____	\$ _____
4 Private Sector Analyst			
Level 1	1300	\$ _____	\$ _____

Level 2	1300	\$	\$
Level 3	2600	\$	\$
5 Agriculture Analyst			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
6 Health and HIV/AIDS Analyst			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
7 Population Analyst			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
8 Nutrition Analyst			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
9 Environmental, Energy and Natural Resource Analyst			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
10 Women in Development, Gender Analyst, and Anti-Trafficking Specialist			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
11 Training and Performance Improvement and Workforce Development Specialist			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
12 Basic and Higher Education Specialist			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
13 Program and Policy Analyst			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
14 Democracy and Governance Analyst			

Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
15 Humanitarian Assistance/Complex Emergency			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
16 Management and Operations Research Specialist			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
17 Institutions and Organizations Analyst			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
18 Evaluation Training Specialist			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
19 Evaluation Methods Specialist			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
20 Engineering Analysis			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
21 Human Capacity Development			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
22 Conflict Prevention, Mitigation and Reduction, and Post-Conflict			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
23 Reconstruction			
Level 1	1300	\$	\$
Level 2	1300	\$	\$
Level 3	2600	\$	\$
24 Social Scientist			

Level 1	1300	\$	\$	<hr/>
Level 2	1300	\$	\$	<hr/>
Level 3	2600	\$	\$	<hr/>
25 Human Resources Specialist				
Level 1	1300	\$	\$	<hr/>
Level 2	1300	\$	\$	<hr/>
Level 3	2600	\$	\$	<hr/>
26 Administrative Support	6500	\$		<hr/>

(3) Offeror shall provide the calculations and budget narrative explaining how the average daily rates were computed. The offeror must demonstrate the calculations for the base daily labor rate proposed. No unburdened base daily rate may exceed the current maximum daily rate for Agencies without a Certified SES Performance Appraisal System (AWPACS). The total number in a year, which should be no more than 2080 hours, may not exceed the annual salary of the AWCPAS of \$152,000.

For the IQC Manager, no individual task order will be issued for the project director's cost. The offeror could likely include the costs for this central management as part of their indirect costs, or could charge percentages of the individual's effort under task orders to the extent the functions are allocable to the particular task order. Treatment of project manager cost shall be in accordance with the offeror's accounting system. Offerors cost proposals shall specify how project direct costs will be charged.

(4) Offeror shall submit AID Form 1420-17 - Contractor Employee Biographical Data Sheets for three candidates representing the levels of each functional labor category. The biodatas provided must be a representation of the prime and/or subcontractor employees. This information will be considered as part of the Government's cost realism analysis.

(5) The offeror shall provide additional supporting budget documentation (as necessary), including profit/fee policy, etc. to substantiate all proposed costs.

(6) [For the Offeror and also for each subcontractor where the subcontract is estimated to exceed \$100,000] Audited balance sheets and profit and loss statements or, if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. The balance sheets and profit and loss statements for the current fiscal year may be unaudited. The profit and loss statements must include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s). [Note: To be submitted only if the offeror has no government issued Negotiated Indirect Cost Rate Agreement (NICRA).]

(7) The Government may agree to waive the requirement for the submission of certified financial statements if the offeror can satisfy the Contracting Officer, in the Contracting Officer's sole discretion, that the offeror is able to provide other, substitute financial information, such as business tax returns. The substitute information must be adequate to show how well the offeror's business performed, not merely whether or not the offeror has adequate capital and credit to perform under the prospective contract. The Government wants to use the information to assess the offeror's stability, profitability, and growth as indicators of management effectiveness under prevailing market conditions. Offerors who

wish to obtain such a waiver must apply in writing to the Contracting Officer no later than two weeks before the deadline for the receipt of offers. The offeror's application must describe the substitute information in detail. [Note: To be submitted only if the offeror has no government issued Negotiated Indirect Cost Rate Agreement (NICRA).]

19. Page 85, Section L11, paragraph (c) Part 3 –Representation, Certification, and Other Statements of Offerors, insert the following sentence:

Attachment 3, SFF – Disclosure of Lobbying Activities is required.

20. Page 88, M.1 GENERAL INFORMATION, paragraph (f), references Section M.7 in error, it should read Section M.6.

21. Page 89, M.3 TECHNICAL EVALUATION CRITERIA, the weighted percentages are as follows:

- a. Institutional Capability -35% = (a) 13%, (b) 12 %, (c) 5%, and (d) 5%)
- b. Personnel Information - 30% = (a) 10%, (b) 10%, and (c) 10%)
- c. Management Plan - 20% = (a) 7%, (b) 7%, and (c) 6%)
- d. Past Performance -15% = (1) 3%, (2) 3%, (3) 3%, (4) 3% and (5) 3%.

22. Page 90, middle of page, delete the paragraph "Note".

23. The following contract clauses are incorporated by reference in Section I:

NUMBER	TITLE	<u>DATE</u>
52.229-7	Taxes - Fixed-Price Contracts with Foreign Governments	JAN 1991
52.229-8	Taxes - Foreign Cost Reimbursement Contracts	MAR 1990
52.246-20	Warranty of Services	MAY 2001

24. The file

25. Attachment 1 contains the Questions and Answers.

26. Attachment 2 lists the interested parties.

27. Attachment 3, Contract Information Bulletin 99-17 dated August 17, 1999.