

SOLICITATION OFFER AND AWARD <small>Solicitation # 02-KE-08-009</small>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 65 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 623-KE-08-009	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/22 / 2008	6. REQUISITION/PURCHASE NUMBER N/A
7. ISSUED BY Regional Acquisition & Assistance Office USAID/East Africa P.O. Box 629, Village Market 00621, Nairobi Kenya		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in
See Section L until 10:00 hours local time 10-01-2008
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Christopher O'Donnell	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Codonnell@usaid.gov
		AREA CODE 254-20-862	NUMBER 2000	EXT. 2319

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the 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 (%)
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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)
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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
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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)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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



USAID | EAST AFRICA

FROM THE AMERICAN PEOPLE

Issuing Date: August 22, 2008
Closing Date: October 1, 2008
Closing Time: 10:00 am (Nairobi time)

**SUBJECT: Kenya Orphans and Vulnerable Children (OVC) Scholarship Program Solicitation
No. 623-KE-08-009**

United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals to provide the management described in the attached solicitation. This is full and open competition, under which any type of organizations, large or small commercial (for profit) firms, faith-based, and non-profit organizations in partnerships or consortia, from geographic code 935, are eligible to compete. One contract will be awarded as a result of this solicitation by approximately November 1, 2008.

USAID bears no responsibility for data errors resulting from the transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same internet site from which you downloaded the solicitation. You are therefore advised to regularly check the <http://www.fbo.gov> for amendments.

The authorized geographic code for procurement of goods and services under this solicitation is 935. It is open to all offers from USAID Geographic Code (Source, Origin and Nationality) 935 which include all countries, except for those designated by the US Government as foreign policy restricted countries. See Attachment 11 in Section J of the RFP.

The North American Industry Classification System (NAICS) code for this solicitation is 424210 and small business size standard of 100 employees.

Parties interested in submitting a proposal for this contract must prepare proposals in accordance with the directions found in Section L of the solicitation.

Questions concerning this solicitation must be received via email only to codonnell@usaid.gov, wndinya@usaid.gov, cafrica@usaid.gov by September 1, 2008, 10:00am (Nairobi Time). No questions will be accepted after this date and time. All offerors' questions and USAID answers will be posted at www.fbo.gov as an amendment to the solicitation.

When submitting proposals, offerors should take into consideration the significant delays in mail delivery. Offerors are solely responsible for ensuring timely delivery to USAID. Prospective offerors should particularly note Section L - Instructions, Conditions, and Notices to Offerors of the attached solicitation.

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal.

Sincerely,

Christopher D. O'Donnell
Contracting Officer

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

To manage a USAID Scholarship Program for Orphans and Vulnerable Children (OVC) in Kenya to access and complete a quality secondary and/or, mid-level college and/or university education.

B.2 CONTRACT TYPE

This is a cost-plus fixed fee (CPFF) completion contract type. For the consideration set forth below, the Contractor shall provide the deliverables (i.e. tasks) in Section C in accordance with the performance standards specified in Section F. The contract has a base period of three years (YEAR 1, 2 & 3) and two option years (YEAR 4 & 5).

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fee(s), if any, is \$_____. The possible fixed fee, if any is \$_____. The estimated cost plus all possible fees, if any, is \$_____.

(b) Within the estimated cost plus fixed fees (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$_____. The Contractor shall not exceed the aforesaid obligated amount.

(c) The contract has a base period of three years and two option periods (year 4) and (year 5).

(d) The current obligated funds with the award is \$1,018,323.

B.4 PRICE SCHEDULE

Description	CY2009	CY2010	CY2011	CY2012	CY2013	
Continuing Students	800*	2,640	2112	1,690	984	
New Students	2,500*	0	0	0	0	
Total Students	3,300	2,640	2112	1,690	984	
Scholarship Program	\$2,500,000	\$2,000,000	\$1,600,000	\$1,300,000	\$600,000	\$8,000,000
Salaries and Wages						
Fringe benefits						
Consultants						
Travel, Transportation & Per Diem						
Equipment & Supplies						
Allowances						
Other Direct Costs						
Overhead						
G & A						
Total Estimated Cost						
Fixed Fee						
TOTAL COST						

*School payments must be completed by January 1, 2009.

(a) The number of awarded scholarships and continuing students are limited by the total scholarship program amount and obligated funds.

(b) Of planned awarded scholarships, approximately 80 percent are will be for secondary school, 10 percent for middle level college and 10 percent for university.

(c) The approximate cost of a scholarship for secondary school, (\$500); middle level college, (\$1,500); and university (\$2,000) per year.

(d) Attachments 5 and 6 are the list of continuing students (800) and new students (2,500) for the 2009 academic year.

B.5 INDIRECT COSTS (DEC 1997)

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

Description	Rate	Base	Type	Period	
			1/	1/	1/
			2/	2/	2/
			3/	3/	3/

1/Base of Application:

Type of Rate:
Period:

2/Base of Application:
Type of Rate: Provisional
Period:

3/Base of Application:
Type of Rate: Provisional
Period:

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, AIDAIR 752.216-8 Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.7 APPROVED SUBCONTRACTORS

Pursuant to FAR Clause 52.244-4 the following subcontractors were identified and agreed to during negotiations to provide the services required by this contract. To be determined

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1. BACKGROUND**

The HIV/AIDS epidemic has devastated Sub-Saharan Africa leaving millions of Africans living with the disease as well as millions of HIV/AIDS orphans. Education advancement has been greatly weakened as a result of AIDS related problems, foremost being a major increase in poverty levels and inability to pay school fees.

In the “Education Sector Policy for HIV and AIDS” launched by the Kenya Ministry of Education in September 2004, it states that “the sector and its institutions are expected, as much as possible, to assist for Orphans and Vulnerable Children OVC who are ill or with special needs so that they are able to continue with their education.” Therefore, in order to encourage education institutions to assist children orphaned due to HIV/AIDS pandemic to complete their education, and with the belief that such education will help reduce the risk of infection, USAID will award school scholarships to qualified students for the academic years beginning January 2009 to 2013.

USAID currently supports 1,836 OVC and has been providing scholarships since December 6, 2005. Out of the 1,836, approximately 800 OVC will continue school in academic year 2009. These OVC will be supported by the current contractor until December 5, 2008 (when the contract ends) and then transferred to the new contract.

C.2 OBJECTIVE OF THE PROGRAM

The objective of the program is to manage a USAID Scholarship Program for Orphans and Vulnerable Children (OVC) in Kenya to access and complete a quality secondary, and/or mid-level college and/or university education.

C.3 DEFINITION OF ORPHAN AND VULNERABLE CHILDREN (OVC)

Funds for this program will be provided by The President’s Emergency Plan for AIDS Relief. The Emergency Plan focuses on those increased vulnerabilities due to HIV/AIDS and defines “OVC” in the following way: a child, who is either orphaned or made more vulnerable because of HIV/AIDS. An orphan has lost one or both parents to HIV/AIDS. Vulnerable is HIV- positive; lives without adequate adult support (e.g. in a household with chronically ill parents, a household that has experienced a recent death from chronic illness, a household headed by a grandparent and/or a household headed by a child); lives outside of a family care (e.g. in residential care or on the streets); or is marginalized, stigmatized, or discriminated against.

C.4 CONTRACTOR TASKS AND DELIVERABLES

To achieve this objective the contractor will accomplish the following:

- a) By January 1, 2009, visit all schools where continuing students (800) are enrolled; obtain itemized list of school fees for the academic year 2009; negotiate fees that will be covered by the schools (e.g. books, uniforms, school supplies, boarding costs for the scholarship recipient etc.) and make school payments;
- b) By January 1, 2009, visit all schools where new students (2,500) will be enrolled; obtain itemized list of school fees for the academic year 2009; negotiate fees that will be covered by the schools (e.g. books, uniforms, school supplies, boarding costs for the scholarship recipient etc.) and make school payments;
- c) By January 1, 2009, transfer all continuing (and new students) to the contract,
- d) By the first day of the term/semester, complete school payments for all continuing students;

- e) By the beginning of each school year (January), compile a list of continuing students to include the student's name and school ((by district) (in consultation) with the District Education Officer and District Children's Officer; and submit to the CTO for approval.
- f) Establish a system for rapid and timely payment of school fees to complete payments by the beginning of each term/semester (as applicable);
- g) At the beginning of each term/semester, obtain an itemized list of school fees and supply costs and a signed receipt of the contractor's payment from the school;
- h) Ensure proposed school fees, supplies (fixed and variable) etc. are allowable, allocable and reasonable and scholarship recipients are receiving the funded school supplies;
- i) Maintain a record of disbursements from the effective date of contract and make them available for review by USAID;
- j) Visit each school and scholarship recipient once per term to assess the quality of education, performance and attendance record;
- k) Prepare and provide a letter and certificate to the scholarship recipient within 90 days of award (CTO will provide concurrence);
- l) Prepare and provide a letter and certificate to each school within 90 days of award (CTO will provide concurrence);
- m) Prepare and provide a poster to the District Education Officer with the names of scholarship recipients within 90 days of award (CTO will provide concurrence);
- n) Prepare and implement a USAID Scholarship Program launch;
- o) Create an awareness campaign for the program with the Government of Kenya, donors and public to leverage other resources for the USAID Scholarship Program;
- p) Prepare outreach materials on the USAID Scholarship Program to include eligibility and application process to be distributed to (e.g. District Education Office, Government of Kenya, donors and public) within 90 days of the award (CTO will provide concurrence);
- q) Implement scholarship interactive provincial meetings and a national conference for school headmasters annually;
- r) Ensure each scholarship recipient receives a book bag/backpack with the USAID Identity within 90 days of award (CTO will provide concurrence);
- s) Develop and maintain a USAID Scholarship Program web site to include eligibility requirements, applications, provincial meetings, national conference and success stories within 90 days of award (CTO will provide concurrence);
- t) Notify the CTO if a student fails to complete the school year including a final report for the failure;
- u) Provide a report at the end of each term/semester to include: students by name, school, district, attendance, performance record and any issues with an analysis and proposed recommendations;
- v) Negotiate a signed Memorandum of Understanding with each school to cover the following areas as a minimum:

- 1) Maintain a record of attendance and notify the contractor of any violations of school policy by the scholarship recipient including recommendations and actions taken,
 - 2) Maintain a record of performance and notify the contractor of any adverse academic performance and propose the way forward;
 - 3) Follow up on adverse issues with the student to include home visits,
 - 4) Notify the contractor if there is likelihood for scholarship recipient not to complete the school year,
 - 5) Assist the scholarship recipient to change schools for a justifiable reasons and notify the contractor;
 - 6) In the event the scholarship beneficiary leaves school without finishing, refund unused scholarship fees,,
 - 7) Provide mentoring and counseling services to the scholarship recipient,
 - 8) Support students interest and involvement in extra curricular activities,
 - 9) Assist the student to access boarding school facilities,
 - 10) Provide referral services to other OVC programs,
 - 11) Waiver fees and/or provide an in-kind contribution to the scholarship recipient, and
 - 12) Other agreeable understandings as appropriate and applicable.
- w) Verify compliance with Memorandum of Understanding terms signed by each school.

C.5 COORDINATION AND MANAGEMENT

- a) USAID will work with the Contractor to ensure coordination with relevant USG and Kenyan agencies. USAID in consultation with the Ministry of Education and Ministry of Home Affairs will be responsible for approving the final scholarship beneficiaries.
- b) Joint monitoring between the Contractor and USAID of the program will be conducted every term and quarterly meetings convened.
- c) To ensure coordination with other OVC activities implemented by the Government of Kenya, USAID will facilitate Contractor access to the Interagency Task Team (ITT) on OVC, and other organizations, as appropriate.

C.6 APPLICATION PROCESS

Students meeting the definition of OVC (paragraph C.3) are nominated by the District Education Board using the following criteria:

- a) Applicants should be able to produce death certificates or burial permits(s) of parents or guardians. In the absence of the required documentation, the applicant's status as an orphan or vulnerable child must confirmed by the District Administration and school principal.
- b) Applicants and/or guardians must be unable to pay school fees,
- c) Applicants must have a satisfactory school leaving certificate,

- d) Applicants must be in good academic standing and school attendance,
- e) Applicants must have an admission letter to an accredited public education institutions in Kenya,
- f) Applicant must produce all the relevant academic certificates and testimonials, and
- g) The applicants must fully disclose the extent of other scholarship or bursary.

C.7 APPLICATION PROCESS

The application forms will be available at all District Education Offices and downloadable from the program web site. The District Education Officer convenes District Education Board where a nomination list is prepared. The nomination list and meeting minutes are forwarded to the CTO who (in consultation) with the Ministry of Education and Ministry of Home Affairs verifies authenticity of all documents and prepares the approved list for submission to the contractor.

[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 MARKING REQUIREMENTS FOR ACQUISITION AWARDS

This branding we page provides guidance for all USAID funded acquisition awards. It contains the electronic version of the Graphic Standards Manual for the United States Agency for International Development (USAID). This manual is compulsory for all Agency employees and contractors producing communications and program materials funded by USAID. Print copies of the manual were distributed to Agency bureaus and missions. Contractors should download a copy from this site by clicking link on <http://www.usaid.gov/branding/acquisition.html>

The branding strategy will be in accordance with ADS 320.3.2.1

The contractor must ensure that the Branding Strategy and Marking plan and awareness campaign are effective to the extent that scholarship beneficiaries, schools, district education officer and others clearly understand that the project is made possible by the generous support of the American people through the United States Agency for International Development.

[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	AUG 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID Mission in Kenya, Nairobi 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.

[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 1(APR 1984)	AUG 1989

F.2 DELIVERY SCHEDULE

1. Year One: provide approximately 800 continuing and 2,500 new student scholarships.
2. Year Two: provide approximately 2,640 continuing student scholarships.
3. Year Three: provide approximately 2,112 continuing student scholarships.
4. Year Four: provide approximately 1,690 continuing student scholarships.
5. Year Five: provide approximately 984 continuing student scholarships.

F.3 PERIOD OF PERFORMANCE

The base period of performance for the contract is from the effective date until the 36th month thereafter. There are two subsequent 12 month option periods, making the maximum length of the contract 60 months.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the task and deliverables set forth in Section C will be conducted jointly by the Contracting Officer and CTO and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

The contractor will provide a report and presentation within 15 days after the end of the term/semester. The report and presentation will include the following minimum information:

- a. Students by name, school, district, disbursement amount, attendance, performance record and any issues with an analysis and proposed recommendations;
- b. Results of monitoring visits to schools; and
- c. Impact of the Awareness Campaign and Branding Strategy and Marketing Plan.

Progress reports shall be provided to the Contracting Officer (one copy) and the CTO (one original). Annual reports shall be due 30 days after the award year. The final contract report shall be submitted no later than 90 days after the contract end date.

The contractor shall immediately notify USAID of the developments that have a significant impact on the implementation of the contract to include. The notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

F.6 PROGRESS REPORTING REQUIREMENTS

The progress report will be in accordance with Section I.16 (AIDAR 742.1170-4 Progress Reporting Requirements and Contract Clause) and Section F.7 above.

F.7 KEY PERSONNEL

a) Availability of proposed key personnel

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by all individuals proposed as key personnel, confirming their intention to serve in the stated position and their availability to serve for the term of the proposed contract.

b) Key Personnel

The key personnel provision in the contract requires prior approval of the Contracting Officer for any changes in key personnel. The key personnel that the Contractor must furnish for the performance of this contract are as follows:

- a. Project Director
- b. Scholarship Manager
- c. Finance Manager

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

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

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

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

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

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

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

BY: _____

TITLE: _____

DATE: _____

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

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

U.S. based mail service:

USAID/EAST AFRICA
Regional Acquisition and Assistance Office
Unit 64102
APO AE 09831-4102

Local physical address:

USAID /East Africa
U.S. Embassy
P.O. Box 629
Village Market 00621
Nairobi, Kenya
Tel: +254-20-862-2000

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is shall be designated by the Contracting Officer in separate administrative letter after award.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the statement of work;
- (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 statement of work.

(b) The Contracting Officer authorizes the CTO to take any or all actions with respect to the following:

- (1) Assure that the Contractor performs the statement of work in accordance with the contract terms, conditions, and specifications.
- (2) Inspections in connection with (1) above and require the Contractor to correct all deficiencies
- (3) Maintain all liaison and communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

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

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

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

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

(c) The Contractor is required to meet quarterly with the Contracting Officer and CTO in accordance with section F.6 Reports and Deliverables or outputs and section F.7 Progress Reporting Requirements

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor 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 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 Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

U.S. mail service:

The Controller
USAID/Kenya
Unit 64102
APO AE 09831-4102

Local mailing address:

The Controller
USAID/Kenya
P.O. Box 629 – Village Market
00621 Nairobi, Kenya

G.6 ACCOUNTING AND APPROPRIATION DATA

- Budget Fiscal:
- Operating Unit:
- Strategic Objective:
- Team/Division:
- Benefiting Geo Area:
- Object Class:
- Amount Obligated:

G.7 FINANCIAL REPORTS

The contractor must provide a quarterly finance report to the Contracting Officer and CTO to include the following information: contract budget line items, total obligated amount, accruals and projected expenditures for the next quarter. The accrual format will be provided after award.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports.

The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

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

(b) Submission requirements.

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

docsuubmit@dec.cdie.org ;

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

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

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

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

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

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

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

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

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

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

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

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

H.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:

E-mail

Diane Proctor

Diane.Proctor@rutherford.com

Taunya Jones
(703) 813-6503

Taunya.Jones@rutherford.com

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

(b) Contractors are required to provide medical evacuation coverage pursuant to AIDAR 752-228-70 Medical Evacuation (MEDEVAC) Services. USAID no longer has a contract for MEDEVAC services. MEDEVAC service costs are allowable as a direct cost.

H.5 AUTHORIZED GEOGRAPHIC CODE

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

H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

TO BE DETERMINED

H.7 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistical support in Kenya and worldwide (as applicable) to meet the terms and conditions of the contract.

H.8 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have English and Kiswahili language proficiency to perform technical services.

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

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

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

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

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

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the

Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

H.11 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

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

H.12 REPORTING OF FOREIGN TAXES

(a) Reports. The Contractor must annually submit one annual report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

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

(d) Where. Submit the reports to:

The Controller
USAID/KENYA
P. O. Box 629
00621 Village Market
Nairobi, Kenya

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.13 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated in section I), the contracting officer hereby provides prior written approval provided that the contractor obtains CTO's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and

should not be constructed as authorized either to increase the estimated cost or to exceed the obligated amount (see Section B). The contractor shall retain for audit purposes a copy of each travel concurrence.

H.14 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.15 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ACQUISITION) (JUNE 2005)

An organization that is otherwise eligible to receive funds under this contract to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multi-sectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

H.16 CONDOMS (ACQUISITION) (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:
http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

H.17 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – (ACQUISITION) (MAY 2007)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

H.18 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICING (ACQUISITION) (OCTOBER 2007)

”This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which

are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as provided in the second sentence of this paragraph, as a condition of entering into this contract or subcontract, a non-governmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The Contractor shall insert this clause in all subcontracts.

(e) Any violation of this clause will result in the immediate termination of this contract by USAID.”

[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. The internet address to view the full text of the FAR is as follows: <http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
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	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I (FEB 1997)	FEB 2002
52.216-8	FIXED FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52-219.9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-14	RIGHTS IN DATA-GENERAL	DEC 2007
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1998

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52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-9	LIMITATION OF WITHHOLDING PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-8	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	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST-REIMBURSEMENT ALTERNATE II	AUG 1987 (APR 1984)
52.244-2	SUBCONTRACTS ALTERNATE II	AUG 1998 (JUN 2007)
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-25	LIMITATION OF LIABILITY-SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATIONS

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990

752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)

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

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

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

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

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

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

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

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

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

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

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

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

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The

factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

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

[] Offeror elects to waive the adjustment.

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

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

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

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

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

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

I.3 TAXES – FOREIGN COST REIMBURSEMENT CONTRACT (MAR 1990)

a) Any tax or duty from which the United States Government is exempt by Agreement with the Government of Kenya or from which the contractor or any subcontractor under this contract is exempt under the laws of Kenya, shall not constitute an allowable cost under this contract.

b) If the contractor or subcontractor under this contract obtains a foreign tax credit that reduces its US Federal income tax liability under the United States Internal Revenue Code (Title 28 U.S.C) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.4 52.229-8 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____ [*insert name of the foreign government*], or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____ [*insert name of country*], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

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

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

I.6 52.232-25 PROMPT PAYMENT (OCT 2003) ALTERNATE I (FEB 2002)

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

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

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

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

The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance.

The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

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

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

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

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

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

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

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

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

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

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

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

<http://www.usaid.gov/business/regulations/>

I.8 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: n/a

I.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any AIDAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

AIDAR 752.242-70 Periodic Progress Reports

See Contract Information Bulletin (CIB) 98-21.

I.10 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

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

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

I. 11 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.

The Foreign Assistance Act calls for USAID to give small businesses an opportunity to provide supplies and services for foreign assistance projects. To help USAID meet this obligation, the following paragraph is to be added to the clause prescribed in FAR 19.708(a): (See FAR 19.708) USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU),

USAID, Washington, D.C. 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold, except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT

NUMBER TITLE

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

<http://www.usaid.gov/policy/ads/200/260mab.xls>

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

<http://www.usaid.gov/forms/AID1420-17.doc>

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

<http://www.usaid.gov/forms/sflllin.pdf>

ATTACHMENT 4 - MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN

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

ATTACHMENT 5 - USAID SCHOLARSHIP CONTINUING STUDENTS (800)

[As attached](#)

ATTACHMENT 6 - USAID SCHOLARSHIP NEW STUDENTS (2500)

[As attached](#)

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.203-11	FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER1) CERTIFICATION AND DISCLOSURE REGARDING PAMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENT	DEC 2001

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 424210.

(2) The small business size standard is 100 employees.

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

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

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

(i) Paragraph (c) applies.

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

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

FAR Clause # Title Date Change

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.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(A)(1) THE OFFEROR CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT—

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

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

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

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

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

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

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed.

A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) *Examples.*

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 424210.

(2) The small business size standard is 100 employees.

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

(b) Representations.

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

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

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

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

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

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

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

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

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned small business concern” means a small business concern—

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

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

(d) Notice.

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

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2002). As prescribed in [19.308\(a\)\(2\)](#), add the following paragraph (b)(7) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ALTERNATE I (OCT 1998)

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

(b) Representations.

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

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

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

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

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

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

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

(3) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

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

(a) Definition.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

Listed End Product

Listed Countries of Origin

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

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

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

K.8 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights

notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.9 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

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

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

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

Date of Disclosure Statement:

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

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

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

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

IV 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES.(APRIL 2005)

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

Yes No

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

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

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

K.10 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has has not submitted the most recent report required by 38 U.S.C. 4212(d).

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

K.11 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

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

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.12 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.13 ACQUISITION AND ASSISTANCE PROCUREMENT DIRECTIVE 05-04**I: Eligibility**

The following provisions must be included in each new solicitation and contract utilizing FY04-FY08 HIV/AIDS funding. When designing a program for HIV/AIDS the SO Team or requiring office must be mindful of the first clause below. The evaluation criteria should not give any special advantage to an organization that endorses or utilizes a multi-sectoral approach (multi-sectoral in the legislation refers to Abstinence, Be Faithful/Behavior Change, and Condoms). In addition, these provisions are to be included when any existing contract is amended to add FY04-FY08 HIV/AIDS funding.

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ACQUISITION) (JUNE 2005)

An organization that is otherwise eligible to receive funds under this contract to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multi-sectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

CONDOMS (ACQUISITION) (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

II. Limitation on the use of funds

The following must be included in the Schedule of any contract that includes FY04- FY08 HIV/AIDS funds.

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (OCTOBER 2007)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as provided in the second sentence of this paragraph, as a condition of entering into this contract or subcontract, a non-governmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The Contractor shall insert this clause in all subcontracts.

(e) Any violation of this clause will result in the immediate termination of this contract by USAID.”

III. Certification

This certification requirement only applies to the prime contractor. Before a U.S. or non- U.S. non-governmental organization receives FY04-FY08 HIV/AIDS funds under a contract, such contractor must provide to the Contracting Officer a certification substantially as follows:

“[Contractor’s name] _____certifies compliance as applicable with the standard provisions entitled “Condoms” and “Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking”.”

Contract Number: _____

Name of Contractor _____

Typed Name and Title _____

Signature _____

Date _____

K.14 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

K.15 AGREEMENT ON OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

[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
52.204-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	OCT 2003
52.215-1	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER INSTRUCTIONS TO OFFERORS--COMPETITIVE ALTERNATE I (OCT 1997)	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Christopher D. O'Donnell
 Regional Contracting Officer
 USAID/East Africa
 C/O American Embassy
 United Nations Avenue, Gigiri
 Nairobi, Kenya

Mailing Address

Christopher D. O'Donnell
 Regional Contracting Officer
 USAID/East Africa
 Unit 64102
 APO AE 09831-4102

Via Fax: 254-20-862 2680 or 81 or 82

- (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/>

L.5 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

L.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any _____ [*insert regulation name*] (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

L.7 GENERAL INSTRUCTIONS TO OFFERORS

(a) Proposals in response to this RFP must be submitted in paper format to the issuance office. Submit seven (7) paper copies of the technical proposal and five (5) paper copies of the cost/business proposal to the issuing office. The technical and cost/business proposals shall be accompanied by a compact disk (MS Windows Office 2003, or be Adobe Acrobat version 8 PDF files or another software compatible with either MS Windows Office 2003 or Adobe Acrobat version 8). **Proposals must be received by the issuing office no later than October 1, 2008, 10:00am, Nairobi Time.**

ADDRESS ALL OFFERS TO:

BY HAND

U. S. Agency for International Development
USAID/East Africa/RAAO
c/o American Embassy
United Nations Avenue, Gigiri
Nairobi, Kenya
Ref: RFP No. 623-KE-08-010
Contact: Christopher D. O’Donnell

BY MAIL

U. S. Agency for International Development
USAID/East Africa/RAAO
Unit 64102
APO AE 09831-4102
Ref: RFP No. 623-KE-08-010
Attn: Christopher D. O’Donnell

(i) via regular mail – All mail is subject to US Embassy electronic imagery scanning methods and physical inspection. Ensure the package is sealed and clearly marked: Technical or Cost/Business Proposal in response to RFP# 623-KE-08-010, USAID/East Africa/RAAO.

(ii) hand delivery (including commercial courier) -- All deliveries are subject to physical inspection by the U.S. Embassy prior to receipt by USAID and the Contracting Officer.

(iii) regardless of the method used, the technical proposal and cost proposal must be kept separate. The technical proposals must not make reference to pricing data in order that the technical evaluation may be strictly evaluated on the basis of technical merit.

(iv) the proposed Branding Strategy and Marking Plan will be in accordance with ADS 320.3.2.1. The effective date of the document and policy is January 8, 2007.

(b) **Questions concerning this solicitation must be received via email only to codonnell@usaid.gov, wndinya@usaid.gov and cafrica@usaid.gov September 1, 2008, 10:00am Nairobi Time. No questions will be accepted after this date and time.**

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

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

- (a) The Technical Proposal must clearly and concisely address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.
- (b) The offeror shall describe the relationship /division of work among all parties (employees and subcontractors). If the contractor is a joint venture/partnership, provide a copy of the agreement between parties as an annex to the proposal. The agreement will need to fully discuss the relationship between the parties including identification of the party which will have responsibility, how work will be allocated, overhead calculated and profit shared. Also, it needs to include an express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
- (c) The Technical Proposal shall include a complete organizational chart, staffing plan and matrix of relevant programmatic and technical skills and experience necessary to implement of the offeror's plan that shows how all proposed staff meet these requirements.
- (d) Provide specific examples of how the Offeror and any subcontractors have successfully implemented scholarship program or related services, at a level of size and complexity similar to the requirement of Section C.
- (e) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 25 pages, **(OVER 25 PAGES WILL NOT BE EVALUATED)**, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as transmittal letter (limited to 1-page), charts, table of contents, personnel resumes (limited to 3-pages/person), letters of commitment (limited to 1-page/person), past performance report forms (limited to 1 page/prime and 1 page/each subcontractor) and annexes are not included in the 25-page limitation. If an offeror does not have access to the paper size mentioned above, the offeror may use A4 paper size.
- (f) The technical proposal should, at a minimum, include the following:

TECHNICAL FORMAT

Section 1 - Transmittal Letter (limited to 1-page) (not included in the 25-page limitation)

The technical proposal must include a signed letter by the authorized representative(s) of the offeror (It is not included in the 25-page limitation).

Section 2 - Table of Contents (with page number references. It is not included in the 25-page limitation)

Section 3 - Executive Summary (It is not included in the 25-page limitation)

The Executive Summary must not exceed two (2) pages. The offeror shall provide a concise summary, exclusive of cost information, of its proposal. This summary should be complete, stand on its own, and provide evaluators with an understanding of the content of the proposal.

Section 4 - Demonstrated Technical Understanding and Approach (included in the 25-page limitation)

(i) Extent the offeror's approach demonstrates an ability to negotiate MOUs with each school covering the minimum areas in Section C.

(ii) Extent the offeror's proposal demonstrates an ability to monitor the quality of education provided to the scholarship recipient and resolve problems timely and successfully for the benefit of the student.

(iii) Extent the offeror's proposal demonstrates an ability to meet financial management requirements in Section C to include rapid disbursement of appropriate fees, monitoring their agreed use and leveraging of resources by the school.

Section 5 - Mobilization Plan Academic Year 2009 (included in the 25-page limitation)

(i) Extent to which the contractor's proposed plan demonstrates an ability by January 1, 2009, to visit all schools where continuing students (800) are enrolled; obtain itemized list of school fees for the academic year 2009; negotiate fees that will be covered by the schools (e.g. books, uniforms, school supplies, boarding costs for the scholarship recipient etc.) and make school payments.

(ii) Extent to which the contractor's proposed plan demonstrates an ability by January 1, 2009, to visit all schools where new students (2,500) will be enrolled; obtain itemized list of school fees for the academic year 2009; negotiate fees that will be covered by the schools (e.g. books, uniforms, school supplies boarding costs for the scholarship recipient etc.) and make school payments.

Section 6 - Key Personnel and Other Staff Qualifications

(i) Key Personnel: the extent to which the proposed key personnel meet the specific qualifications set forth in Section L.

(ii) Proposed staffing plan: the extent the proposed staffing plan demonstrated a mix of practical technical and management experience and skills necessary to manage a nationwide scholarship program (i.e. financial management, scholarship management and performance monitor).

(iii) (Resumes, references, letters of commitment are to be included as an annex and are not part of the 25-page limitation)

Offerors must provide:

- For each key personnel provide a resume (maximum 3 pages per person) and 3 references with telephone numbers and email contacts. One reference must be from the most recent supervisor.
- A staffing plan including key personnel, technical and non-programmatic with underlying rationale, including an organizational chart demonstrating lines of authority and responsibility accompanied by position descriptions. The plan must include supporting justification with attention to cost-containment to avoid unnecessary staffing.
- A matrix of relevant programmatic and technical skills and experience necessary to implement the offeror's plan that shows how all proposed staff meet the requirements.

L. 9 CONTRACTOR PERFORMANCE INFORMATION

Note: Past Performance information as required below is not part of the 25-page limitation of the technical proposal.

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (One whose proposed cost exceeds 10 % of the offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal not to exceed three (3) of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts that manage scholarships, implement educational programs and financial management with similar scope and complexity.

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

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

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

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

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

L.10 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

Project Director

The candidate must have:

- a) A Masters Degree in Education.
- b) More than ten years experience in the field of public finance management.
- c) More than seven years experience managing education bursaries and scholarship programs.

The candidate's preferred qualifications and experience include:

- a) Possess a strategic vision, dynamic leadership qualities, depth and breadth of technical expertise and experience, professional reputation and management experience.
- b) Strong interpersonal, written and oral presentation skills.
- c) Experience managing a complex education program.

Scholarship Manager

The candidate must have:

- a) At least a Masters Degree in Education.
- b) More than five years experience in the field of education financing.
- c) More than five years experience managing educational bursaries and scholarship programs including programs that targeting orphans and vulnerable children.

The candidate's preferred qualifications and experience include:

- a) Familiarity with the Kenya Education Sector Support Program.
- b) Strong interpersonal, written and oral presentation skills.
- c) Experience managing a complex education program.
- d) Experience working with orphans and vulnerable children.

Finance Manager

The candidate must have:

- a) At least a Bachelors Degree in Accounting.
- b) More than ten years experience in the field of accounting and auditing.
- c) Must be a Certified Public Accountant.

The candidate's preferred qualifications and experience include:

- a) Possess a strategic vision, leadership qualities, depth and breadth of technical expertise and experience, professional reputation and management experience.
- b) Strong interpersonal, written and oral presentation skills.
- c) Experience managing complex programs.

B. Proposed staffing plan

The proposed staffing plan must demonstrate a mix of practical technical and management experience and skills necessary to manage a scholarship program and accounting of similar scope and complexity. The extent to which qualified Kenyans are proposed for leadership, technical and managerial positions.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**COST PROPOSAL FORMAT**

(a) Each offeror shall provide a budget for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract. The budget must have an accompanying narrative "Budget Notes" of explaining the assumptions (formula) of the cost.

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

(c) The representations and certifications are set forth in Section K of this solicitation. The last page must be completed and signed by the prime and subcontractors.

L.12 ADDITIONAL INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL**a. Definitions**

1. Annual Salary: The annual salary of an employee is that individual's basic (unburdened) compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.

2. Information Concerning Work-Day, Work-Week, and Paid Absences

(a) The offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall- indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.

(b) The offeror and subcontractors shall describe their work day and work week policies.

(c) The work day and work week policies and the method of accounting for paid absences for the offeror and subcontractors will be incorporated into the contract in Section B.

3. Scholarship funds: funds that may be used to cover the following: cost of practicum, tuition fees, registration fees, examinations fees, research fees, basic stationery, uniforms, textbooks, boarding costs, school supplies, transportation and student stipend. Funds may also cover the student's contribution for school repairs, maintenance, electricity, water, conservancy, medical fee, activity fee, caution money and, development projects.

b. General

1. Offeror cost proposal must be completely separate from the Offeror's technical proposal.

2. If subcontracting is contemplated, indicate the types of work to be subcontracted, stating: the percentage of each type of work subcontracted, extent to which competition was or will be solicited prior to selection, subcontractor selected and reasons therefore, and the method of analyzing prospective subcontractor proposals.

3. The offeror shall propose the level of effort (labor days) allocation to be utilized over the contract performance period.

4. The offeror shall provide the break-down of contract administration cost and should make all efforts to minimize these costs.

5. **Small Business Subcontracting Plan:** Offerors, other than small businesses and non-U.S. firms, must submit a small business subcontracting plan (see Section J Attachment 4) as part of their offer under this solicitation in accordance with FAR 52.219.9. All offerors' plans must address subcontracting with small business concerns. The plan must include a percentage goal for total planned subcontracting to small business concerns.

c. Items to be included in the cost proposal.

In addition to the items listed in L, the following specific items shall be included in the proposal. Failure to furnish full and complete information may cause an offer to be considered unacceptable. If the offeror is a joint venture or partnership, the proposal shall include the data requested for each of the partners or joint venture firms.

A Contractor Employee Biographical Data Sheet (See Section J Attachment 2) for each individual proposed for performance of long term positions under the contract (including all individuals designated as "key persons" under the contract. Each sheet must be signed, complete, accurate up to date and indicate the proposed salary as it relates to the Offeror's proposal.

A letter or other documentation from the Offeror's cognizant Government Audit Agency, if any, stating the Offeror's most recent final indirect cost rates, the current provisional 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.

For purposes of comparison in the evaluation process, offerors must provide the cost proposal inclusive of the following summary format.

COST ELEMENT AMOUNT

Total Direct Labor

Salary and Wages	\$ _____
Fringe Benefits	\$ _____
Consultants	\$ _____
Travel, Transportation, and Per Diem	\$ _____
Equipment and Supplies	\$ _____
Allowances	\$ _____
Other Direct Costs	\$ _____
Overhead	\$ _____
G&A	\$ _____
Total Estimated Cost	\$ _____
Fixed Fee	\$ _____

NOTE 1: All indirect rates offerors propose (in the above budget format) must match those ceiling rates proposed in Section B.5.

NOTE 2: 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.

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

(a) Allowances – post differential, danger pay, housing for resident expatriates and TCN’s, relocation expenses, education allowances, other related allowances.

(b) Travel, Per diem and MI&E – costs for in-country, regional and international travel.

(c) Other Direct Costs – bank fees, courier services, phone and fax, Internet services, books and periodicals, visa expenses, office rental, office utilities, office cleaning and maintenance. The cost proposal shall follow the budget format stated above as set forth in Section B.4, and be broken down by year, for the period of the contract. The contractor shall provide an electronic copy of all spreadsheets supporting the cost proposal in a format compatible with MS Excel.

(d) Cost Realism – the costs in the offeror’s proposal are realistic for the work to be performed, reflect a clear understanding of the requirements and are consistent with the various elements of the offeror’s technical proposal.

[END OF SECTION L]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-17	EVALUATION OF FOREIGN CURRENCY OFFERS	FEB 2000

M.2 GENERAL INFORMATION

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

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this section.
- (b) The cost proposal will be scored by the method described in this section.
- (c) The criteria below are presented by major category, so that offerors will know which areas require emphasis in the preparation of proposals.

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 factors which offerors should address in their proposals.

A technical evaluation committee established by the Regional Contracting Officer will evaluate the proposals. The committee and the Regional Contracting Officer will use "Best Value" criteria to determine the proposal most advantageous to the U.S. Government. All evaluation factors other than cost/price, when combined, are more important than cost/price factors. The technical evaluation criteria listed below are of equal weight. The sub-criteria are of equal weight under the respective criteria.

The contract award shall be made to the responsive and responsible offeror whose combined technical and cost/price factor offer the best value to the U.S. Government.

M.3 TECHNICAL EVALUATION CRITERIA

(i) Demonstrated Technical Understanding and Approach (30 points)

Extent the offeror's approach demonstrates an ability to negotiate an MOU with each school covering the minimum areas in Section C. **(10 points)**

Extent the offeror's proposal demonstrates an ability to monitor the quality of education provided to the scholarship recipient and resolve problems timely and successfully for the benefit of the student. **(10 points)**

Extent the offeror's proposal demonstrates an ability to meet accounting requirements in Section C to include rapid disbursement of appropriate fees, monitoring their agreed use and leveraging of resources (e.g. school). **(10 points)**

(ii) Mobilization Plan Academic Year 2009 (30 points)

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Extent to which the contractor's proposed plan demonstrates an ability by January 1, 2009, to visit all schools where continuing students (800) are enrolled; obtain itemized list of school fees for the academic year 2009; negotiate fees that will be covered by the schools (e.g. books, uniforms, school supplies, boarding costs for the scholarship recipient etc.) and make school payments. **(15 points)**

Extent to which the contractor's proposed plan demonstrates an ability by January 1, 2009, to visit all schools where new students (2,500) will be enrolled; obtain itemized list of school fees for the academic year 2009; negotiate fees that will be covered by the schools (e.g. books, uniforms, school supplies boarding costs for the scholarship recipient etc.) and make school payments. **(15 points)**

(iii) Key Personnel and Other Staff Qualification (30 points)

Key Personnel: the extent to which the proposed key personnel meet the specific qualifications set forth in Section L **(15 points)**.

Proposed staffing plan: the extent the proposed staffing plan demonstrated a mix of practical technical and management experience and skills necessary to manage a nationwide scholarship program (i.e. accounting, scholarship management and performance monitoring) **(15 points)**.

(iv) Contract Performance Information (See Section L.8) (30 points)

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.8 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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

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

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

(1) Quality of product or service, including consistency in meeting goals and targets **(5 points)**;

(2) Cost control, including forecasting costs as well as accuracy in financial reporting **(5 points)**;

(3) 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 **(5 points)**;

(4) 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 **(5 points)**;

(5) Customer satisfaction with performance, including end user or beneficiary wherever possible **(5 points)**;

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(6) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified (**5 points**).

(f) In cases where an offeror lacks relevant performance history, information on performance is not available, or 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. 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.4 RESERVED

M.5 COST EVALUATION CRITERIA

Cost/Price Factor

a) While the overall Technical Evaluation is the key factor in reviewing the offeror's proposal, the cost/price evaluation is nonetheless an essential factor in determining the final contract award and ability to get into and remain in the competitive range. The Government shall apply the Cost Realism Evaluation Criteria set forth in FAR 15.404-1(d). The Price/Cost Analysis Evaluation Criteria shall conform to FAR 15.404-1(b), FAR 15.404-1(c) and FAR 52.219-23 (when applicable).

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. Additionally, the cost/price evaluation shall be carefully considered in determining the best value to the U.S. Government. The Government shall evaluate the total cost proposal for the principal tasks identified in the statement of work for realism, completeness and reasonableness. The contractor should have a structure that will allow it to provide the greatest value (highest results) at the lowest cost.

b) Past Performance in using U.S. Small Business Concerns Evaluation Criteria (does not apply to offerors who are Small Business Concerns and non-US firms).

An offeror who is large business concern is encouraged to maximize subcontracting opportunities with qualified U.S. small business concerns. Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements.

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

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

(A) Provide a narrative summary (not to exceed 2 pages) of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved. (include in the cost/business proposal)

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(B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past one (1) year not to exceed three (3) SF 294s. (include in the cost/business proposal)

(C) Provide the names and addresses of not more than three (3) 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. (include in the cost/business proposal)

(D) USAID reserves the right to obtain past performance information from other sources, including any SB concern, you have not named.

M.6 DETERMINATION OF 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 pursuant to FAR 15.306(c) based on the above technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.

(b) In accordance with FAR 52.215-16, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government and the above technical and cost factors considered.

M. 7 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.8 CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns will be determined to be the best value offer and will be selected for award.