



USAID | ETHIOPIA

FROM THE AMERICAN PEOPLE

Issuance Date: Jan. 19, 2009
Deadline for Receipt of Questions: Feb. 3, 2009 cob.
Closing Date: Feb. 24, 2009 cob

SUBJECT: Request for Proposal (RFP) No. 663-P-09-007 – in replacement of 663-P-08-029
Technical Assistance for **School-Community Partnership serving HIV/AIDS affected Orphans and Vulnerable Children (OVCs) at Primary Schools in Ethiopia**

Dear Prospective Offerors:

The United States Government, represented by the United States Agency for International Development in Addis Ababa, Ethiopia (USAID/Ethiopia), is seeking proposals from qualified organizations interested in providing the services described in the attached solicitation.

This is a full and open competition, under which any type of responsible organization (large or small commercial [for profit] firms, not-for-profit organizations or educational institution) is eligible to compete. The procedures set forth in FAR Part 15 shall apply. Such organizations may submit an offer for this contract, with or without a fee.

USAID plans to award a three years Cost Plus Fixed Fee (CPFF) completion type contract with a **total estimated cost not to exceed \$8 million**. Offerors must propose costs that they believe are realistic and reasonable for the work. Cost proposals will be evaluated as part of a best value determination for contract award, including cost effective approaches to achieving the results.

This solicitation in no way obligates the USAID to award a contract, nor does it commit the USAID to pay any cost incurred in the preparation and submission of a proposal in response hereto. Furthermore the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as the prime Contractor or as sub-Contractors.

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

Potential Offerors may submit questions regarding this solicitation in writing at the addresses/numbers identified in Section L and via email to caddis@usaid.gov with a copy to mcsow@usaid.gov, and gwondimagegnehu@usaid.gov. The deadline for receipt of questions is specified on the top of the first page of this RFP Cover letter. Oral instructions, answers or guidance from any USAID source prior to the award of the contract shall not be binding. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities website. Offerors are encouraged to check this website (<http://www.fedbizopps.gov>) periodically.

An Interested Vendor List is not included in this solicitation. Offerors can register and use the Interested Vendor List (IVL) on the FedBizOpps page, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

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The details associated with the submission requirements and instructions are outlined under Section L of this solicitation. Late proposals will be handled in accordance with FAR 15.208.

The RFP, once issued, and subsequent amendments thereto, can be downloaded from the Federal Business Opportunities ("FBO") web site. The worldwide Web address is <http://www.fedbizopps.gov>. It is the responsibility of the recipient of this solicitation document to ensure that it has been received from internet in its entirety and USAID bears no responsibility for date errors from transmission or conversion processes.

We extend our best wishes to all for a successful competition and thank you for your interest in USAID/Ethiopia's activities.

Sincerely,

A handwritten signature in blue ink that reads "Robert P. Schmidt, Jr." with a stylized flourish at the end.

Robert P. Schmidt, Jr.
Contracting Officer

Attachments: RFP 663-P-09-007

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 1	PAGES 108
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2. CONTRACT NUMBER	3. SOLICITATION NUMBER 663-P-09-007	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED Jan. 20, 2009	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY USAID/Ethiopia Acquisition & Assistance Management Office 2030 Addis Ababa Place Washington DC 20521-2030	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ 5 _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ Until 17:00 Addis Ababa _____ local time _____ (Date) August 14, 2007 (Hour)

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

10. FOR INFORMATION CALL:	A. NAME Marie-Claire Sow	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 251 NUMBER: 11-551-0088 EXT.: 421	C. E-MAIL ADDRESS mcsow@usaid.gov
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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
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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
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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
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide technical assistance and services as described in detail in Section C, Statement of Work for the implementation of the School-Community Partnership for HIV/AIDS affected OVC at Primary Schools activities as part of the HIV/AIDS Care and Treatment Programs in Ethiopia.

B.2 CONTRACT TYPE AND SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract. For the consideration set forth below, the Contractor shall provide the performance objectives and deliverables described in Section C and F in accordance with the performance standards specified in Section E.

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

(a) The estimated cost for the performance of the work required during the contract Period (Years 1-3) hereunder, exclusive of fixed fee, if any, is \$ _____. The fixed fee, if any, is \$ _____. The estimated cost plus fixed fee is \$ _____.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a.1) 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) Funds obligated hereunder are anticipated to be sufficient through (to be determined at time of award).

Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

B.4 LINES ITEMS-COST SCHEDULE –

The below Cost Schedule will/may be modified at time of award:

	Yr 1	Yr 2	Yr 3	Total
Labor	\$ _____	\$ _____	\$ _____	\$ _____
Equipment & Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Training	\$ _____	\$ _____	\$ _____	\$ _____
Sub-awards	\$ _____	\$ _____	\$ _____	\$ _____
Other Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Cost:	\$ _____	\$ _____	\$ _____	\$ _____
Fixed Fee:	\$ _____	\$ _____	\$ _____	\$ _____
TEC plus Fixed Fee:	\$ _____	\$ _____	\$ _____	\$ _____

Contract Costs Plus Fixed Fee Ceiling is: \$8,000,000

B. 5 INDIRECT COSTS AND CEILING ON INDIRECT COSTS

The contract clause entitled “Allowable Cost and Payment (DEC 2002)”, FAR Subpart 52.215-7 specifies that the indirect cost rates shall be established for each of the Contractor’s accounting periods which apply to this contract.

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:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/

1/Base of Application:

- Type of Rate:
- Period:
- Source:

2/Base of Application:

- Type of Rate:
- Period:
- Source:

3/Base of Application:

- Type of Rate:
- Period:
- Source:

Note 1: Contractors are allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

Note 2: While Subcontractor indirect cost rates are not incorporated above, subcontractor indirect cost rates as indicated in Note 1 above shall be included in task order proposals, and are subject to approval of the TOCO in accordance with FAR 52.244-2, Subcontracts.

CEILING ON INDIRECT COSTS:

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

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	2/	3/
1/				
2/				
3/				

- (2) The Government will not be obligated to pay any additional amount shall the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect costs are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.

- (3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs required the prior written approval of the Contracting Officer

B.6. COST REIMBURSABLE

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

In addition, the requirement and conditions concerning estimated cost and funding apply as detailed in: FAR 52.232-20, Limitation of Cost (applies while the contract is fully funded); and FAR 52.232-22, Limitation of Funds (applies while the contract is funded in an amount less than the ceiling price).

B.7 LABOR

Compensation of personnel under this contract or any resulting sub-contract must be in accordance with AIDAR 752.7007 Personnel Compensation, the full text of which is in section H.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Activity Title: School-Community Partnership for HIV/AIDS affected OVCs at Primary Schools for HIV/AIDS Care and Treatment Programs

Acronyms:

ART	Anti-retroviral treatment
ARV	Anti-retroviral
BMI	Body Mass Index
CHAI	Clinton HIV/AIDS Initiative
CSMB	Corn-soy-milk blend
EDHS	Ethiopian Demographic and Health Survey
FANTA	Food And Nutrition Technical Assistance Project
GFATM	Global Fund to Fight AIDS, Tuberculosis and Malaria
GOE	Government of Ethiopia
HAPCO	HIV/AIDS Prevention and Control Office
HAPN	Health, AIDS, Population and Nutrition
MOH	Ministry of Health
MUAC	Mid-upper arm circumference
OGAC	Office of the Global AIDS Coordinator
OVC	Orphans and vulnerable children
PEPFAR	Presidential Emergency Plan for AIDS Relief
PFSA	Pharmaceuticals Fund and Supply Agency
PLMP	Pharmaceutical Logistics Master Plan
PLWHA	People living with HIV/AIDS
PMTCT	Prevention of mother-to-child transmission
RHB	Regional Health Bureau
RUTF	Ready-to-use therapeutic food
SCMS	Supply Chain Management System Project
USG	United States Government
WFP	World Food Program
W/H	Weight for height
WSMB	Wheat-soy-milk blend

C.1. INTRODUCTION

A. Ethiopian Context

Children in Ethiopia face many challenges during childhood. As a child's age increases, the likelihood of the child living with both parents decreases. Only 65.2% of 10-14 year-olds and 52% of children 15-17 live with both parents (Demographic & Health Survey - EDHS, 2005). Lack of parental care and support due to HIV/AIDS exposes children to increasing vulnerability, such as food insecurity and chronic malnutrition, lack of protection/shelter, lack of access to education and physical and sexual abuse. These children also face the increased burden of caring for ill parents and of stigma and discrimination. This vulnerability can, in turn, increase children's risk for contracting HIV/AIDS.

The Ethiopian Ministry of Health (MOH) conducted a single point estimate exercise in April 2007 to combine ANC surveillance data with the 2005 Demographic and Health Survey (DHS) data. Applicants can find additional information from these data sources as well as others on the Ethiopian AIDS Resource Center website <http://www.etharc.org>. According to the single point estimate results, Ethiopia has over 898,000 orphans due to AIDS. But many more children have been made vulnerable due to HIV/AIDS. The *Single Point HIV Prevalence Estimate* document (June 2007) from the MOH states that among children 0-14 there are an estimated 64,800 HIV positive children. The MOH also made estimates by region and took into consideration rural vs. urban statistics. Below is a chart that consolidates information about OVC and HIV prevalence rates by region.

Ethiopian Ministry of Health Single Point Estimates for 2007, June 2007

	Total Orphans (age 0-17)	Orphans due to AIDS (age 0-17)	HIV Population (age 0-14)	HIV Prevalence (age 15-59)
Tigray	319,229	45,277	4,067	2.7%
Afar	89,669	12,424	965	1.9%
Amhara	1,542,751	356,539	24,573	2.7%
Oromia	1,852,737	201,799	16,511	1.5%
Somali	250,148	24,957	1,426	0.8%
Benishangul	45,774	4,118	385	1.8%
SNNPR	1,091,528	126,978	9,849	1.4%
Gambella	14,222	2,243	191	2.4%
Harari	13,261	3,289	189	3.2%
Addis Ababa	194,244	112,647	6,097	7.5%
Dire Dawa	27,992	8,100	560	4.2%

B. U.S. Government Response

In Ethiopia, PEPFAR is being implemented by the following USG agencies: the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention (HHS/CDC), the U.S. Department of Defense, the U.S. Department of State, Peace Corps, and United States Agency for International Development (USAID).

As of September 2007, PEPFAR Ethiopia was serving 273,382 OVC. By the end of September 2009, PEPFAR Ethiopia aims to reach over 500,000 OVC. To effectively meet the needs of orphans and vulnerable children, programs must create a supportive social and policy environment that promotes multi-sector, comprehensive responses. In FY2007, PEPFAR/Ethiopia directly supports the activities of 14 partners who are working with over 500 local partners to provide care and support to OVC throughout Ethiopia. The largest of these projects is the *Positive Change: Children, Communities, and Care* (PC3) program. PC3 partners are currently working in 240 primary schools in SNNPR, Amhara, and Oromia regions. The Contractor will not work directly in the PC3-supported schools, but will collaborate and coordinate with PC3 as appropriate. USAID also supports the *CASCAID*

project which provides technical, material and grant support to 100 primary schools to benefit 5,000 OVC in these schools. The CASCAID program ended on December 31, 2008. The Contractor is expected to consider including support to former-Cascaid supported sites that may need additional assistance.

USAID, through this solicitation, is seeking to support and expand technical and managerial support to OVC through school-based interventions, like the *CASCAID* project. Family and community-based responses must be strengthened to meet children's age and developmentally appropriate needs, such as food and water, protection and shelter, psychosocial support, education, health care, and economic opportunity. While the program will be school-based, it nevertheless must assess and address the needs of children beyond education. The contractor is expected to use the recently drafted *Standards of Services for OVC in Ethiopia* and the *PEPFAR OVC Guidance* to ensure quality and comprehensive services are provided to the beneficiaries in the program.

The Office of the U.S. Global AIDS Coordinator (OGAC) issued OVC Programming Guidance in July 2006 that defines "OVC" in the following way:

A child, 0-17 years old, who is either orphaned or made more vulnerable because of HIV/AIDS.

Orphan: *Has lost one or both parents to HIV/AIDS*

Vulnerable: *Is more vulnerable because of any or all of the following factors that result from HIV/AIDS:*

- *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 family care (e.g., in residential care or on the streets); or*
- *Is marginalized, stigmatized, or discriminated against.*
- *Is at risk for contracting HIV*

The above operational definition identifies those who are potentially eligible for services under PEPFAR, but does not identify those most in need of services. Affected communities, schools and health facilities will need to be consulted in order to prioritize those children most vulnerable and in need of care. Schools and communities will also need to determine which core services each child needs to facilitate his or her age-appropriate development.

Increased linkages among OVC programs, education, child survival, food security, palliative care, and prevention programs must be established. Issues such as child abuse, female genital cutting (FGC), early marriage, cross-generational sex, and rape shall be considered in providing gender-equitable care and support for Ethiopian's most vulnerable children. Additionally, referrals must be strengthened between school-based OVC programs and health facility programs for counseling and testing, palliative care, ART, nutrition, and general health services.

The Contractor shall collaborate with existing USAID partners supported through the Health, AIDS, and Nutrition (HAPN) program as well as through the Basic Education Services Office (BESO). The USAID-funded Community-School Partnership Program (CSPP) targets 1,800 schools across the country. The CSPP enhances the capacity of PTAs to manage their own educational development and improve the quality and equity of education to enhance enrollment, retention and academic performance of school children, particularly focusing on girls. The contractor will not work directly in the 1,800 schools under CSPP to avoid duplication of effort, but will collaborate and coordinate when possible.

C.2. STATEMENT OF WORK

The purpose of this contract is to procure the services of the contractor to design and implement a school-based program to support at least 40,000 HIV/AIDS affected or infected OVC at 400 primary schools in Addis Ababa,

Afar, Amhara, Benishangul Gumuz, Dire Dawa, Gambella, Harari,, Oromia, SNNPR, Somali and Tigray regions of Ethiopia.

This three year contract will focus on strengthening the communities' abilities to participate in the design and management of OVC support programs using the school as a conduit to empower and organize community members. Support to OVC through schools will build upon the existing primary school organizational management system, mainly the Parent Teacher Associations (PTA). PTAs will work in close coordination with community health promoters, health facilities, local government, other parents and guardians, community volunteers, and local and international non-governmental organizations to ensure a coordinated system of service delivery for OVC. Schools will be the focal point for these linkages and all development efforts targeting children and the general community.

In addition to working with PTAs, the Contractor will support the government's decentralization efforts by building the capacity of Kebele Education and Training Boards (KETBs), Woreda Education, Health, legal and other Offices, and Girls Education Advisory Committees (GEAC) in schools. In the selection of beneficiaries they will ensure that at least 50% of beneficiaries are girls, and they will help follow-up on specific issues/problems facing female students (rape, early marriage, abduction, FGC, etc)

It is necessary to note possible factors that might affect the implementation of this activity. Community awareness on support of OVC is low; capacity at all levels of administration is poor; staff turnover is endemic throughout the system; and overall education and health infrastructure is below minimum standards. It is, therefore, critical to identify innovative program approaches that involve communities, schools, health institutions and government administrations in their design and implementation and that will result in provision of standard services to OVCs to retain and be successful at primary schools.

C.3. EXPECTED RESULTS

The following results framework addresses the key results expected of this three-year Contract:

Result 1: Provision of quality, comprehensive services to at least 40,000 HIV-affected or infected OVC, with a focus on increased enrollment, retention, and academic performance

Result 2: Strengthen School-Community Partnership in 400 primary schools to enhance their capacity to plan and manage OVC support programs.

Each school will receive a School Incentive Award on an annual basis to motivate the PTAs to actively plan, manage and monitor IGA for OVC support activities. The SIAs are in addition to the extensive material (menu of support as described in Annex 1 *Standards of Services for OVC*), technical and managerial assistance to OVCs that will be provided by the Contractor.

Girls will be given special consideration in the selection of beneficiaries. Their specific personal and academic problems will be studied and followed through at different levels in order to ensure that appropriate interventions are developed. Implementing bodies at the grassroots level will include well known women from the community and female teachers to ensure that girls' needs are well understood and considered.

Result 1: Provision of quality, comprehensive services to at least 40,000 HIV-affected or infected OVC, with a focus on increased enrollment, retention, and academic performance

The Contractor shall focus on providing standard services per the draft *Standards of Services for OVC in Ethiopia* (Annex 1) from an established program deliverables for OVC.

The Contractor shall make available project officers to facilitate the delivery of the standard services which may include the training of PTAs, teachers and community members to act as tutors, mentors, counselors or guardians. The Contractor shall pay specific attention to the utilization of family/guardian counseling to support OVC outside of schools.

The Contractor shall implement existing HIV prevention AB curriculums for beneficiaries such as Sports for Life and Beacon Schools to strengthen OVC and all the students in the school personal risk assessments and reduce the probability of HIV infection in the future.

The project officers shall also support, educate and mentor the PTAs, Girls' Advisory Committees (GACs), parents or guardians on how to care for the OVC in general and the girl OVC in particular. For those children who are affected by HIV/AIDS, home life and living means a lot. The PTAs, GACs and teachers shall be guided to give counseling services to the parents or guardians of the OVC so they understand and realize the behaviors of the children in their respective setting. Home life and living is where the whole care and support starts, therefore, the understanding of the conditions of the children by the guardians and teachers is of utmost importance for the wellbeing of the children. The contractor shall be able to request the PTAs, teachers and caregivers to include guidance and counseling to the children in their regular action plan and follow the implementation of the plan effectively.

Most OVC are working and go to school at the same time. This means that their study time is affected and they require tutorial/remedial services. The contractor shall provide appropriate direction to the PTA and teachers and school leadership so they arrange more tutorial classes to this specific target groups. All schools shall get the necessary instructions to focus on working children and children who do not have space to do their homework and carry out their studies and who are getting no support from home.

Mechanisms need to be put in place to ensure that orphans, children affected with HIV and other vulnerable children have access to essential health services (e.g, Integrated Management of Childhood Illness(IMCI) services, malaria treatment, immunization, HIV counseling and testing, ART)

Many OVC suffer from lack of food in food insecure areas which affects their class attendance and absorbance of their education. The contractor shall link the OVC to wrap-around programs with the education sector through school feeding. The contractor shall link to pre-existing food production activities that are going in schools like school gardening and income-generating activities.

Illustrative activities include the following:

- Monitoring the provision, frequency and quality of psychosocial support including counseling and other psychosocial support mechanisms;
- Provision of school packages to OVCs;
- Provision of tutorial or remedial sessions;
- Provision of life skills training to enhance OVC community service and economic opportunities;
- Provision of health care services and the contractor ensures that resources are available for prescription medication when OVC are unable to obtain waivers from Wereda or Kebele for such medications.
- Provision of Shelter and care based on the need of individual OVC.
- Provision of food and nutrition based on the need of individual OVC.
- Legal protection in partnership with local government, CBOs and communities
- Delivering HIV/AIDS education including HIV prevention AB activities including all students, teachers and communities;
- Plan OVC capacity building program through training in the area of assertiveness and for older OVCs vocational skill training to be self-support,
- Organize and strengthen school level Psychosocial and counseling and HIV/AIDS resource centers.

The OVC under this program require access to several services due to the magnitude of the problems they face. Apart from HIV/AIDS in Ethiopia, there are cultural and other factors that are impeding children from going to school. In many societies, children are taken as additional labor to the households.

The Contractor shall link with relevant government, NGOs, donors, civil society, community organizations and community elders to support OVC to access additional services. Such services may include obtaining kebele waivers for public health care, access to legal services from local government legal offices, pre-existing income-generating activities, establishment of bank accounts, linkage of sick parents or guardians to community-based care and support.

The contractor shall conduct service mapping and resource mobilization to assess OVCs needs met in coordinated way. Illustrative activities may include:

- Linkages shall be built to existing HIV/AIDS preventive, care and treatment programs, access to to ART adherence support, HIV prevention activities, psychosocial support, including coordination with PEPFAR partners ,etc as part of comprehensive support program;
- Referral services to facility-based health care and community-based care;
- Kebele waivers shall be obtained from kebele administration
- Child labor shall be well discussed until the community is well aware that this is international as well as national problem that hinder children from attending schools and that the community shall be supporting children's education in their respective communities
- Where children live with PLWHA, community based organization leaders shall be educated on how to support the family specifically to ensure that the children are getting sufficient support in order not to disrupt their education
- Establish school community level relationships with the local police and judiciary institutions;
- Establish norms for estate planning and referral to legal protection;
- Identify and support greater linkages with pre-existing food and nutrition programs;
- Conduct service mapping and resource mobilization.

Result 2: Strengthen School-Community Partnership in 400 primary schools to enhance their capacity to plan and manage OVC support programs.

The contractor shall ensure that at a minimum 50 percent of beneficiaries are young or child girls. More focus shall be given to the girls so they attend classes and shall get the right follow-up in their studies. In addition, the program shall have protection mechanism to keep them safe and protected from labor exploitation and abuse.

The contractor shall identify and collaborate with Regional State Education Bureaus, Woreda Education Offices, Kebele Education Boards, PTAs and civil society organizations, to map out its implementation areas, the existing government, local government, NGOs, community organization, the traditional community institutions like the idirs services and others in the communities of the regions and woredas. Depending on the cultural and historical development of the area, the contractor may use the appropriate mechanisms to enter into the community. The contractor shall recognize the local government, woreda, and the regional education bureau structures and work under the auspices of the PTA and utilize them as implementation-mechanism to reach the OVC and provide them with standard services as well as to implement IR1 and IR2 as specified hereunder.

Civil society organizations and Iddirs shall be involved during the development of action plans for each school and in identifying beneficiaries. These social groups provide both government and civil society groups, which ensure better transparency and accountability as well as sustainability. The collaborative work of schools, communities and surrounding civil society organizations shall facilitate a supportive context to reduce stigma and discrimination and increase child protection. The operational plan of the program shall be harmonized with the National Plans of Actions and guidelines for OVC. The program shall also leverage USAID implementing partners already on the ground as the principal delivery mechanism for the services are already in place in many parts of the country.

The contractor shall work with the Regional State Education Bureaus (RSEB) and Woreda Education Offices (WEOs), PTAs and KETBs and give sufficient briefing and understanding on the OVC education and HIV/AIDS program and gain the necessary recognition to implement the program specifically highlighting current information on the HIV/AIDS epidemic of the region of operation, stigma and discrimination and gender concerns.

The Contractor shall conduct capacity building trainings and exercises with school communities (i.e. PTAs, GACs and teachers) to identify and support OVC through improved access to education and better performance in school.

Through trainings on psychosocial needs of OVC, the Contractor shall support school communities, the local government and community members the importance of psychosocial support for the OVC. To effectively support OVC it is necessary to provide counseling and guidance services on regular basis. After training, the school community, including PTAs and teachers shall be able to identify appropriate methods and frequencies to provide basic counseling services to OVC. Such counseling may also include handling grief and bereavement, stigma and discrimination, trauma, depression and motivation.

The Contractor shall provide funds to support school communities to initiate low cost approaches for income generation scheme such as, school and community gardens, tea rooms and café, mini-shops, handicrafts, etc that primarily benefit OVC beneficiaries. Based on school action plans developed by the PTA, OVC committee and school leadership, the necessary funding shall be made available to enhance such activities within the school system.

The Contractor shall adapt tools for use by Project Field Officer and the school community (i.e. PTAs and teachers) in delivering services. The Contractor shall utilize life skills curriculums to empower the beneficiaries to learn how they could be accepted by the community through productive actions such as community services and economic activities.

It is expected that the Contractor shall sufficiently strengthen school communities (i.e. PTAs and GACs) to appropriately select beneficiaries in each school based on OGAC guidance that is outlined above on operational definition of OVC.

Illustrative activities may include:

- Strengthen capacity and facilitate the function of RSEBs, WEOs, KETBs, school communities, PTAs, GACs, WHOs and Woreda local administration in supporting increased access to education for beneficiaries;
- Support mobilization efforts of PTAs to mobilize community stakeholders that can support OVC;
- Provide technical assistance to school leadership, OVC committees at schools including the GAC, and the PTA and the executives.
- Develop selection criteria for targeting the OVC in accordance with OGAC guidelines.
- Ensure identification of the OVC is done through the appropriate PTA and other community committees as well as the Woreda, Kebele and traditional institutions;
- Ensure that the appropriate action plan is drawn for the period of the implementation of the OVC program on participatory basis;
- Involvement of community based organizations, Idirs and all concerned PTA, GAC, Anti-AIDS clubs, School principals, teachers, Kebele administrators, community leaders, mentors and guardians to develop the action plan for each school to implement the OVC support effectively;
- Facilitate the development and implementation of anti-stigma and discrimination programs at the school, and at the community level in general; and
- Monitor community structures to ensure they are in accordance with OGAC guidance on the selection of beneficiaries.
- School and community leaders trained on relevant themes to basic counseling, HIV prevention, anti stigma and discrimination, life skills and beneficiary selection;

- Mentoring counselors (i.e. teachers, PTA members,, parents/guardians) in counseling skills;
- PTA and the school leadership trained in developing their skills in managing and organizing remedial/tutorial classes and handling and managing OVC documentation
- The PTA/OVC committee is trained in report writing skills, financial management and management of IGA.
- The school community is trained to stem all harmful traditions in the communities that put children at risk of HIV infection;
- Provision of funds to support school communities to initiate low cost approaches for income generation scheme;
- Teachers trained in psychosocial and empowered by participating in extra-curricular activities to support OVC and anti HIV/AIDS clubs in schools.

C.4. IMPLEMENTATION AND MANAGEMENT OF THE PROGRAM

a) Implementation Approach

OGAC Guidance on Orphan and Vulnerable Child Programming with GHAI Funds

The contractor shall review, utilize and comply with OGAC and PEPFAR guidance, *Standards of Services for OVC in Ethiopia* and *The Education Sector Policy and Strategy for Responding to HIV/AIDS Challenges in Ethiopia* throughout the design and implementation of all activities under the contract. See ATTACHMENT 1

b) Partnership with NGOs

The Contractor shall propose to work with (1) Ethiopian NGOs (ENGOS) and (2) US and non-US Non-Governmental Organizations (NGO), in partnership and sub-contracting them in the implementation of the program.

c) Gender Concerns

The Contractor shall ensure that the Project Officers and PTAs shall give special attention to girls, women and child-headed households since the burden of care for girls is disproportionately higher. In households affected by HIV/AIDS, girls are responsible for household chores, caring for their AIDS bed-ridden parents and above all caring for other household members. This affects access to school as well as their survival and achievement. Therefore, the Contractor ensures that at least 50% of the beneficiaries are girls and women. The Contractor shall propose a mechanism that girls and women are adequately represented and empowered and actively involved through planning, implementation, monitoring and decision-making.

d) Involving the OVC in Planning and Implementation

The Contractor shall propose a mechanism that the OVC will be involved actively in planning, implementation and decision-making particularly, at school and community level.

e) Human Capacity Development

The contractor shall utilize existing training curriculums on psycho-social counseling, OVC programming and administration of community-based activities. Development of new curriculums does not fall within acceptable technical approaches given the breadth of HIV/AIDS, OVC and Education programming in Ethiopia. Limited adaptation of existing curriculum is permissible. The Contractor shall work with the CTO to ensure that USAID is aware of such adaptations.

Selection of beneficiaries for training shall be based on a strategic approach to the overall program. PEPFAR Ethiopia has supported the training of thousands of individuals annually. Lessons learned from this indicate that careful selection of training recipients with adequate female representation is necessary to facilitate program implementation. The Contractor shall propose a standard Human Capacity plan per school to feed into the PMP. Mentoring options and networking of successful practices shall be considered during implementation.

f) Empowerment of Beneficiaries

OVC: The Contractor shall propose technical approaches which enhance the capacity of OVC beneficiaries to attend and excel in schooling (through education package provision and tutoring), to build confidence and self-worth (through individual and group psycho-social counseling and individual space) and to participate in activities that can support their livelihoods security. Such activities may include basic support to income generation activities such as Tea rooms or cafes on school premises, school or community vegetable gardens and handicrafts, training of OVCs with feasible vocational and skill training, and access to revolving fund to be self support. The Contractor shall provide limited inputs at the beginning of these programs to stabilize them, and build upon the programs to support further decision making by OVC beneficiaries.

School Principals, PTAs, Teachers and Woreda Education, Health and other Officers: Participation in management committees, extracurricular activities and training opportunities for teachers/counselors is critical to their career progression. All participations shall enrich the career progression and personal lives of teachers/counselors.

Kebele/Community Leaders and parents/guardians: Participation by community leaders and parents/guardians are critical to facilitate ownership, correct program implementation and facilitate community resource mobilization including the Kebele Waiver process for education and health care services.

The Contractor may facilitate to strengthen or organize OVC forum at Wereda level.

g) Linkages to External Community and Facility-based Services

The Contractor shall, at each design and implementation phase, assess applicable community and external resources available to beneficiaries and facilitate linkages to “wrap additional services around OVC.” Based on the technical discussion around vulnerability prior to single or dual orphan-hood, the Contractor shall facilitate wraparound services for beneficiaries. The Contractor shall participate in discussions with USAID on how best to facilitate linkages within the external activities supported by the United States Government.

h) Costing Information

The Contractor can include a costing of services per beneficiary that describes the different costs associated with providing quality, comprehensive services indicated in Result 1. The costing information shall reflect how the proposed budget relates to the number of beneficiaries to be reached and breakdown of the services (school supplies, food support, health services, etc.).

C.5. GEOGRAPHIC FOCUS

All selected schools shall be located within the access of public or private hospitals, health centers or health post being supported by PEPFAR Ethiopia. The contractor shall propose schools in consultation with RSEB and WEO and can identify 400 primary schools where not overlapping with PC3, CSPP and other USAID funded schools with similar program. The contractor shall select rural and urban school sites.

The distribution of the 400 schools will be divided as follows: 36 schools in Addis Ababa, 10 schools in Afar, 137 schools in Amhara, 10 schools in Benishangul Gumuz, 10 schools in Dire Dawa, 10 schools in Gambella, 10

schools in Harari, 90 schools in Oromia, 56 schools in the Southern Nations Nationalities and Peoples region (SNNPR), 11 schools in Somali and 20 schools in Tigray. Contractor shall identify in their proposals the woredas and zones in regions in which they plan to implement in consultation with the Regional State Education Bureaus (RSEBs) and Woreda Education Offices (WEOs). **The Contractor shall start with the 100 OVC schools that were supported by USAID under the CASCAID project in Amhara, Oromia and SNNP regions.**

C.7. RELATIONSHIPS

Criteria for judging the performance of the Contractor will include the ability to foster good working relationships with RSEBs, RSHBs, WEOs, WHO, schools, communities, and USG partners.

a. Relationship with USAID Ethiopia. The contractor shall be responsible for ensuring achievement of outputs and for all products and reports required under these contracts. The Chief of Party shall be authorized to represent the Contractor in all matters pertaining to the execution of the Statement of Work, with possible exception of Contract amendments, for which authority shall be delegated at the discretion of the Contractor. The Chief of Party will serve as the Contractor Representative in Ethiopia for the purpose of this Contract, and will be responsible for the activities of all short and long term personnel under the Contract.

The Chief of Party will receive technical direction from the USAID Cognizant Technical Officer (CTO) or his/her designee. The Chief of Party shall request concurrence from the CTO prior to departing the country for periods exceeding five working days.

b. Relationship with the MOE, RSEBs, and other relevant Government Institutions. The contractor will establish a very close working relationship with relevant government entities. It shall obtain approval of plans and share progress and financial reports as required. USAID requests that the contractors participate in the BEP Technical Working Group (TWG) meeting.

USAID intends that coordination and decision making regarding ongoing implementation of BEP activities will be assured through a consultative process that will involve the BEP Technical Working Group (TWG) and BEP Core Technical Committee. USAID and the TWG will collaborate to establish BEP Regional Coordinating Committees (BEPRCC) as implementation progresses. The TWG includes members of the USAID BEP team, RSEBs, the Ministry of Education, the Institute for Curriculum Development and Research (ICDR), the Ministry of Finance and Economic Development (MOFED), and representative from the Educational Media Agency (EMA). The TWG is chaired by the ESDP and Planning Department Head of the Ministry of Education. The TWG will meet quarterly and will provide a broad-based forum for consultation and input as the program progresses.

c. Relationship with Implementing Agency. The contractor is expected to work closely with the key Ethiopian, American, and international partners of USAID involved in support of OVCs and PEPFAR activities to assure that all activities are collaboratively programmed.

In accordance with USAID protocols and subsequent to USAID introductions, in its schools, weredas, zones, and regions of intervention, the contractors shall coordinate with PVO/NGOs, international organizations; grassroots organizations; and other contractors receiving USAID funds from, or otherwise collaborating with the BEP team. The contractor shall work closely with these organizations to assure improved coordination of Ethiopia, American, and international partners in delivery of resources, and program-related monitoring and evaluation of impact.

END OF SECTION C

SECTION D - PACKAGING – MARKING AND BRANDING

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 shall 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 shall be retained by the Contractor.

D.2 BRANDING POLICY AND STRATEGY

Branding Strategy Implementation and Marking under this contract shall comply with the “USAID Graphics Standards Manual” available at <http://www.usaid.gov/branding> and any successor branding policy, as detailed in ADS Chapter 320.

Objective: To provide prospective offerors with areas to be addressed in the development of the Branding Implementation Plan and the Marking Plan to deliver the message that the assistance is from the American people.

Activity Name: The name of the activity shall be: “USAID/School-Community Partnership for HIV/AIDS affected OVCs at Primary Schools”. In every public event or document and in discussions with Government of Ethiopia and other counterparts, the contractor shall identify the activity as USAID/School-Community Partnership for HIV/AIDS affected OVCs at Primary Schools on each reference.

Positioning: Publicity materials and communications shall clearly reflect the notion that this activity is provided by the American People through USAID, with the close collaboration and support of the Government of Ethiopia. No other organizations or bodies shall be acknowledged publicly in connection with the USAID/School-Community Partnership for HIV/AIDS affected OVCs at Primary Schools.

Visibility: USAID seeks a very high level of visibility through USAID-branded public events, high-level visits, community awareness and training activities, and media coverage.

Approval Procedures: In carrying out the approved Branding Implementing Plan and Marking Plan, the Contractor shall seek timely approval from the Cognizant Technical Officer (CTO) for all public and media documents, speeches, and event preparation forms as per USAID/Senegal Mission outreach and communication procedures.

Anticipated elements of marking plan: Deliverables to be marked include products, equipment and inputs delivered; places where activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs and any such events. Disclaimers will be used in the case of materials whose publication USAID is funding but not fully supporting in its contents and shall read: USAID will not be held responsible for any or the whole of the contents of this publication. -

END OF SECTION D

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

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

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

E.2 INSPECTION AND ACCEPTANCE

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

Health, AIDS, Population & Nutrition Office (HAPN)
USAID/Ethiopia
2030 Addis Ababa Place
Washington, DC 20521-2030

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.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
524-247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PLACE OF PERFORMANCE

Performance of this contract shall primarily be at the Contractor's and/or subcontractor's facilities in Ethiopia.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is three (3) years from the effective on the cover page of the signed contract [*specific dates to be filled in at time of award*].

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Implementation Modalities and Program Management, and in Section F Deliverables will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 DELIVERABLES, REPORTS AND OUTPUTS

F.5.1 Deliverables

The Contractor will propose time-frame to reach all 400 schools and target OVC at least for a continued support of 40,000 OVCs at schools for three years. That is, the Contractor needs to reach 40,000 OVCs in year one and continue this support for the following three years.

Work plan, Exit Strategy and Performance Monitoring Plan (PMP):

Within 60 days of the award of the contract, the successful contractors will submit a detailed draft work plan and budget for one-year period, exit strategy and a Performance Monitoring Plan (PMP), including standardized performance indicators, to USAID/Ethiopia's Contracting Officer and CTO for approval.

The initial work plan shall include an Exit Strategy documenting steps the contractors will take to strengthen host country ability to sustain the deliverable of the contracts. The initial work plan will include a proposed PMP for the entire period of performance including the process for collecting baseline data. This will include a proposed list of standardized indicators that will be used by the Contractor. The Work plan, Exit Strategy, and the PMP will be subject to the written approval of the CTO and budget negotiations with the USAID/Ethiopia Contracting Officer.

Monitoring, Evaluation and Reporting plan: Within 90 days of the award, the Contractor will provide comprehensive plan for monitoring, evaluating and reporting (MER) on progress, achievements, results and impact throughout the period of the agreement. The offers will describe proposed data collection and verification strategies to ensure reliability and accuracy of progress toward expected results. In all cases the contractors will be encouraged to collaborate in monitoring efforts to assure that monitoring and evaluation systems are as cost-effective as possible. The data collection will need to be harmonized with other relevant systems for ease of aggregation for PEPFAR/USAID's reporting needs.

Progress Reports:

- **Quarterly Reports:** The performance reports are required to be submitted on a quarterly basis (at the end of September, December, March and June) and shall contain the following: Description of activities carried out during the quarter, specific results achieved and costs of these results (detailing cumulative expenditure per result), problems encountered, remedial actions taken and proposed USAID actions. Cumulative expenditures per line item will be reported along with the activity report. Any projected delays in meeting contract or work plan targets shall be immediately communicated to the CTO. The June Report will be one that summarizes all the results obtained against the PMP during the preceding twelve months. Annual reports will be submitted within forty five days of the Contract Year. Quarterly progress reports as per OGAC guidance that highlight accomplishments, constraints and progress against PEPFAR indicators will be submitted on fiscal year quarters to comply with PEPFAR reporting timelines (April 1, September 30, October 1 and March 31).
- **Annual Reports:** The contractors shall submit one original **annual narrative performance report** per year to the CTO, and one copy each to the USAID/Ethiopia Contracting Officer, the RSEBs, and Education TWG members (Ministry of Education, Ministry Finance and Economic Development, Regional Education Bureaus, USAID).

Financial Reports: The contractors shall submit a quarterly financial report that will include a summary of finances and pipeline analysis of funds obligated, funds expended, accrued expenditure, accruals and funds remaining by program area.

Outreach Materials: In accordance with USAID guidance on “success stories” available at <http://www.usaid.gov/stories/>, the Contractor shall submit success stories on a quarterly basis..

Demobilization Plan: Six months prior to the completion date, the contractors shall submit a Demobilization Plan for CTO approval. The plan will include, at a minimum, an illustrative Property Disposition Plan; a plan for phase-out of in-country operations; a delivery schedule for all required actions, including the submission date of the final Property Disposition Plan to the Contracting Officer. A final project report will be due thirty days after project close-out.

F.5.2 Performance Monitoring

The USAID CTO, in conjunction with the USAID Contracting Officer, will monitor and evaluate the Contractor's overall performance in accordance with progress toward deliverables against PEPFAR and other performance indicators.

Criteria for judging the performance of the Contractor will include the ability to foster good working relationships with the USG PEPFAR/Ethiopia Team and other implementing partners. Semi-annual performance reviews will be conducted through the life of the project after submission of Quarter Two and Quarter Four reports.

Moreover, USAID (using an independent evaluator) will undertake an evaluation at the end of the second year to assess the overall implementation of the program. USAID may also conduct management reviews of work progress during the life of implementation.

Performance measures: Specific data required are of two types: i) those to measure indicators; and ii) those that report on progress toward Contractor-proposed milestones and targets.

The Contractor shall integrate the following indicators into their PMP:

Program Indicators:

- Number of school PTAs/OVC committees functional in support of OVC.
- Number of OVC identified with appropriate criteria and registered for support (disaggregated by sex).
- Number of OVC served with direct and supplemental direct standard services (school supplies, food and nutrition, psychosocial support, health, legal protection, shelter and care, tutorial/remedial and others as deemed necessary) per individual needs of OVC (disaggregated by sex, grade and age).
- Number of schools with functional IGA activities.
- Number of OVC supported with IGA activities(disaggregated by sex and age)
- Percentage of OVCs in each target school promoted to the next grade by end of academic year (disaggregated by sex and grade).
- Number of OVCs referred to community-based care and support services(disaggregated by sex)
- Number and type of initiatives taken by local government, community organizations and NGOs and individuals to support OVCs.
- Number of caregivers trained and functional (disaggregated by sex).

PEPFAR Indicators: USAID/Ethiopia requires reporting on the below PEPFAR indicators by region. For a complete definition of these indicators, please refer to the OGAC OVC Programming Guidance, July 2005 located on <http://www.pepfar.gov/guidance/> . In addition to these indicators, USAID/Ethiopia expects applicants to develop their own indicators to monitor program implementation and success. Illustrative examples of other indicators include the number of Community Care Groups formed; the number of referrals made to health facilities or the number of referred children received into the OVC community program; and number of OVC supported by age.

(8) Orphans and Vulnerable Children (HKID)
8.1 Number of OVC served by OVC programs
8.1.A Primary Direct
8.1.B Supplemental Direct
8.2 Number of providers/caregivers trained in caring for OVC

F.5.3 Mobilization and Implementation Plan

a. Mobilization Requirements:

1. Staffing:

- Within 14 days of the award of the Contract, the designated/approved Chief of Party is hired and available to commence work.
- Within 40 days of the award of the Contract: the other designated/approved Key Personnel are hired and available to commence work, and a project office is established in Addis Ababa, Ethiopia - pending organization registration with local authorities.

2. Work Plan

- Within 60 days of the award of the Contract: the Contractor shall submit one electronic and one hard copy the first year work plan to USAID/CTO for review and approval. This work plan shall include a Performance Monitoring Plan (PMP) that will include standardized indicators.

b. Implementation Plans and Reporting Requirements

1.(i) LOP Work plan, Exit Strategy and Performance Monitoring Plan (PMP): within 60 days, and in addition to the first year work plan described in a.2 above, the Contractor shall submit one electronic and one hard copy of a Life of Project (LOP) work plan to the CTO for review and approval. The LOP work plan will include a proposed Exit Strategy documenting steps the Contractor will take to strengthen host country ability to sustain the deliverables of the Contract. The initial work plan will include a proposed Performance Monitoring Plan for the entire period of performance including the process for collecting baseline data. The Work plan, Exit Strategy and the Performance Monitoring Plan will be subject to the written approval of the CTO.

(ii) **Annual Work plans:** the Contractor shall submit annual work plans for each year cycle that will run dependent on the award date.

2. Quarterly and Annual Progress Reports: The Contractor shall submit quarterly narrative performance reports and one annual narrative performance report per year. These reports will indicate progress achieved towards benchmarks, highlight tangible results, identify any problems encountered in implementation, and propose remedial actions as appropriate. Annual reports will be submitted within 45 days of the close of the Contract Year. Each report will cover activities completed during the preceding 12 months and will be submitted to the CTO. Quarterly progress reports that highlight accomplishments, constraints and progress against PEPFAR indicators will be submitted within two weeks of the end of USG fiscal year quarters.

3. Financial Reports: The Contractor shall submit a quarterly financial report that will include a summary of finances and a pipeline analysis of funds obligated, funds expended, expenses accrued and funds remaining by program area.

4. Demobilization Plan: Six months prior to the completion date, the Contractor shall submit a Close-Out/Demobilization Plan for CTO approval. The plan will include, at a minimum, an illustrative Property Disposition Plan; a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables required under the Contract; and a timetable for completing all required actions, including the submission date of the final Property Disposition Plan to the Contracting Officer. A final project report will be due 30 days after project closeout.

5. Outreach Materials: At a minimum, the Contractor shall submit two, one-page success stories covering prevention, care or treatment activities on a semi-annual basis in accordance with USAID guidance on “success stories” available at <http://www.usaid.gov/stories/>.

6. Performance Indicators: The Contractor shall propose a Performance Monitoring Plan that incorporates relevant standard PEPFAR indicators provided by the CTO as well as program management and performance indicators into quarterly and annual progress reports. The CTO will provide technical guidance upon award of performance indicators which are included in the proposed Performance Monitoring Plan to be utilized.

As indicated into F.5.2, PEPFAR indicators described on the www.pepfar.gov website are an important reference to support the development of the performance monitoring plan

F.6 KEY PERSONNEL

F.6.1 The Contractor shall furnish the following key personnel (*final description and number of positions will be determined at time of award*) for the performance of this contract:

- Chief of Party, and
- Deputy Chief of Party

F.6.2 The positions and personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor will immediately notify both the Contracting Officer and the Cognizant Technical Officer reasonably in advance and will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the activity. No replacement of key personnel will be made by the Contractor without the written consent-approval of the Contracting Officer.

The Contractor will have a staffing structure that includes other full-time or regular part-time project positions in specific priority technical areas that are defined by the Contractor and accepted by USAID within the Contract.

F.7 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (see AAPD 04-06)

(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 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (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 Officer, 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.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

**Total Expenditures
(Document Number: XXX-X-XX-XXXX-XX)**

Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	Service Desc.	\$XXXX.XX	\$XXXX.XX
0002	Service Desc.	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

- (2) The SF-1034 shall be supported with the attached spreadsheet indicating contractor’s expenditures broken down by countries and budget categories in accordance with the Section B.4. Price Schedule. The report shall be supported with the detailed cost breakdown of program expenses, including seminars, grants, roundtables, etc.
- (3) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

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

BY: _____
 TITLE: _____
 DATE: _____

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

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the

Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

International Address:

Pouch Address:

Acquisition & Assistance Management Office
USAID/Ethiopia
Riverside Building, Off Haile Gebereselasie/Olympia Road
Addis Ababa, Ethiopia

Acquisition & Assistance Management Office
USAID/Ethiopia
2030 Addis Ababa Place
Washington, DC 20521-2030

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer shall be designated by a separate Administrative letter issued by the Contracting Officer at contract award. A copy of the CTO designation letter will be given to the contractor.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Direction 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 technical portions of the Performance Work Statement;
- (3) Review and, where required, written approval of technical reports or technical information to be delivered. Technical directions must be in writing, and must be within the scope of work as detailed in Section C.

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

- (1) Assure that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the contractor. Written communications with the contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government 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 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 and schedules shall be made only by the Contracting Officer.

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

(d) In the absence of the designated CTO, the CO may designate someone to serve as CTO in his/her place. The CTO or CO shall keep the contractor apprised of any changes.

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

(f) Failure by the contractor to report to the Administrative Contracting Office any action by the Government considered to be 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.5 752.7013 CONTRACTOR MISSION RELATIONSHIPS (OCT 1989)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.

(e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(The following paragraph (f) is applicable if the contract is with an educational institution)

(f) It is understood by the parties that the Contractor's responsibilities shall not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

G.6 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID/Ethiopia
2030 Addis Ababa Place
Washington DC 20521-2030

G.7 ACCOUNTING AND APPROPRIATION DATA

Will be provided at time of award -

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clause(s) 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
752.7027	PERSONNEL	DEC 1990

H.2. 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

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

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

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

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

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

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

H.3 AUTHORIZED GEOGRAPHIC CODE

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

H.4. LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have English and French language proficiency as needed to perform technical requirements of the Statement of Work.

H.5. NON EXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor will be authorized to purchase the equipment and/or resources **to be determined at time of award** (based on proposed procurement plans) and in accordance with FAR 44, Sub-Contracting Policies and Procedures.

H.6 AIDAR 752.245.71 TITLE TO AND CARE OF PROPERTY

In accordance with clause 752-245.71 mentioned in Section I, the Contracting Officer hereby designates the Contractor to keep control and custody of all non-expendable property purchased under this contract.

H.7 LOGISTIC SUPPORT

The Contractor shall be responsible for all logistical support in the United States and overseas, except:

- USAID will provide the necessary documents for duty free entry of Contractor professional commodities and information technology commodities purchased with USAID funds under the activity (however, customs clearance will be the responsibility of the Contractor); and
- Long-term residence visas for long-term technical advisors and their dependents.

Any other potential Mission support or Contractor access to Mission services will be determined by Mission policy.

H.8 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

H.9. INSURANCE AND SERVICES

- (a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance agent is:
 - Rutherford International, Inc.
 - 5500 Cherokee Avenue, Suite 300
 - Alexandria, VA 22312
 - Points of Contact: Sara Payne or Diane Proctor
 - Tel: (703) 354-1616 - Hours of Operation are: 8 a.m. to 5 p.m. (EST)
 - Telefax: (703) 354-0370
 - E-Mail: <http://www.rutherford.com>
- (b) Contractor's are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm>, provides possible sources from which MEDEVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

- (c) The contractor shall be entitled to be reimbursed for the cost of insurance provided to its employees pursuant to the contract clause at FAR 52.228-3, "Workers' Compensation Insurance (Defense Base Act)," at the USAID authorized rate, currently \$2.15 per \$100 (Please refer to latest AAPD) of employee remuneration. The contractor is herein notified that DBA insurance coverage is a requirement for all prime contractor employees and subcontractor employees under this contract pursuant to FAR 52.228-3. DBA-covered employees are also entitled to benefits under the War Hazards Compensation Fund. As this is a U.S. Government established fund and its benefits are provided at no additional cost to the contractor above the cost of DBA insurance, the contractor is not entitled to reimbursement for War Hazards Compensation Fund coverage. If the contractor provides additional accidental death and disability or life insurance to its employees, the cost of the additional insurance will be considered a fringe benefit and will be allowable as provided by FAR 31.205-6(m).

H.10. AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

- (a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions:
- (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
- (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.11. 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.12. 752.7007 PERSONNEL COMPENSATION (JULY 2007)

(Pursuant to class deviation No. 0aa-DEV-2006-02c and AAPD 06-03)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302

USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

(c) Limitations:

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

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (AWCPAS) published at <http://www.opm.gov/oca/05tables/html/es.asp>, as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting.

(3) In accordance with **731.205-6 "Compensation for personal services" – paragraph (b) Salaries and wages**, it is USAID policy that if an employee's base salary plus overseas recruitment incentive, if any (see AIDAR 731.205-70) exceeds the USAID Contractor Salary Threshold (USAID CST), as stated in USAID's Automated Directives System (ADS) Chapter 302 USAID Direct Contracting (available at <http://www.usaid.gov/policy/ads/300/302.pdf>), it will be allowable only if approved in writing by the Contracting Officer. The contracting officer shall only provide such approval after internal Agency procedures for review/approval of salaries in excess of the USAID CST in ADS 302 have been followed. USAID policies on compensation of third country national or cooperating country national employees are set forth in AIDAR 722.170."

(d) Salaries during Travel.

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

(e) Return of Overseas Employees.

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

(f) Annual Salary Increases.

One annual salary increase not more than 5% (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID maximum SES established rate (AWCPAS), may be granted only with the advance written approval of the Contracting Officer.

(g) Consultants.

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Cognizant Technical Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the USAID SES established rate (AWCPAS), whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

(h) Initial Salaries.

The initial starting salaries of all US and TCN employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution.

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(i) Work Week.

(1) Non-overseas Employees:

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee:

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract. A six (6) day workweek is approved for this contract.

(j) Definitions.

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.13 722.170 EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS (TCNs) AND COOPERATING COUNTRY NATIONALS (CCNs)

(a) General.

It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID-direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States shall be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation.

Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

(c) Allowances and differentials.

TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances.

The contractor shall insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness

Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(f) Workweek, holidays, and leave.

The workweek, holidays, and leave for TCN and CCN employees shall be the same as for all other employees of the contractor, under the terms of the contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) Travel and transportation for TCN's and CCN's.

Travel and transportation shall be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under the terms of the contract.

(h) Household effects and motor vehicles.

USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

H.14 DIFFERENTIALS AND ALLOWANCES (July 1996)

(This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.)

(a) Post differential.

Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. (See Standardized Regulation 510) When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance.

Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarter's subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied.

Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. (See Standardized Regulation 130) Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance.

Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance.

Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended. (See Standardized Regulation 220)

(e) Supplemental post allowance.

Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended. (See Standardized Regulation 230)

(f) Educational allowance.

Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended. (See Standardized Regulation 270)

(g) Educational travel.

Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. (See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance.

Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience

of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)

(i) Payments during evacuation.

The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)

H.15 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990) AND AIDAR 752.7027 PERSONNEL (DEC 1990)

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

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 PERSONNEL (DEC 1990) (incorporated by reference above) and above AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990), **the Contracting Officer hereby provides prior written approval for individuals and trips identified in the final cost proposal and provided that the Contractor obtains the 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, is subject to availability of funds, and shall not be construed as authorization 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.

Individuals not identified in the contractor's final cost proposal (revised _____) and included within the terms of this contract require prior contracting officer approval.

H.16 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.17. GOVERNMENT FURNISHED FACILITIES OR PROPERTY

The Offeror and any employee or consultant of the Offeror is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the CTO.

H.18. SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORTS

The Contractor's subcontracting plan dated _____ *[TBD at time of award]* is hereby incorporated as a material part of this contract.

Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and contractors are required to submit these reports electronically. The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or to register in eSRS, please visit the official website at <http://www.wsr.gov>. Also, please note that contract data in eSRS is tied to the DUNS Number of record. When submitting your individual and summary reports in eSRS please be sure to include the email address of the Contract Officer specified on the contract.

H.19. SUBCONTRACTOR CONSENT

Pursuant to FAR Clause 52.244-4, the following subcontractors were identified and agreed to during negotiations to provide the services covered by this contract:

[TBD at time of award – to be proposed by offeror]

H.20. CONFLICTS OF INTEREST

(a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), *i.e.*, because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5.

(b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the performance/actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.

(c) In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.

(d) If the potential conflict relates to performance of the work hereunder (*e.g.*, where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

(e) If the potential conflict relates to future activities (*e.g.*, where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

(f) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.

(g) If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

(h) If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

(i) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

H.21. 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 multisectoral 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.22. PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental.

H.23. REPORTING OF FOREIGN TAXES (MAR 2006)

- (a) Reporting of Foreign Taxes. The contractor must annually submit a final report by April 16 of every year after award for the duration of.
- (b) Contents of Report. The reports must contain:
- (i) Contractor name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are 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 did not pay any taxes during the report period.
 - (ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (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, Financial Management Office, USAID/Senegal, to the Cognizant Technical Officer
- (e) Sub-agreements. The contractor must include this reporting requirement in all applicable subcontracts, sub grants and other sub agreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.24. ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

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

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

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

2a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

2b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

2c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

3a) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP shall therefore include as part of their proposal their approach to achieving **environmental compliance and management**, to include:

3b) The respondent’s approach to developing and implementing an [*IEE or EA or environmental review process for a grant fund and/or an EMMP or M&M Plan*].

3c) The respondent’s approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

3d) The respondent’s illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, *offerors* shall reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

H.25. 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_usaid/disability/.

(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.26. DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. § 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.27 USAID'S RIGHT OF USE AND SUBLICENSE OF MARKS

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

(1) "Mark" includes, but is not limited to trademarks, service marks, logos, trade names, and trade dress (all of the foregoing, whether registered or arising under federal, state, statutory, or common law of the applicable jurisdiction), and all registrations and applications thereof, and all rights derivative there from for condoms, oral contraceptives, injectable contraceptives, insecticide treated nets, oral rehydration salts, multivitamins, used, developed, registered, marketed, or manufactured in the course of or in connection with the performance of this Agreement or any other Government acquisition or assistance instrument applicable to Recipient/Contractor. Mark means any sign that identifies and distinguishes Products developed or manufactured in the course of or in connection with the performance of an acquisition or assistance instrument or that identifies and distinguishes services first rendered in performance of an acquisition or assistance instrument.

(2) "Recipient" includes, but is not limited to, contractors, implementing parties under a USAID grant or cooperative agreement, and any other persons or entities receiving assistance under a Government acquisition or assistance instrument, as well as their assignees, licensees, and successors.

(3) "Product" refers to condoms, oral contraceptives, injectable contraceptives, insecticide treated nets, oral rehydration salts, multivitamins, and any other goods, products and materials that are part of or used in connection with USAID's social marketing or public health programs.

(4) "Territory" refers to the country that is the subject of this USAID social marketing or public health program as well as countries included in East, Central and Southern Africa and the Indian Ocean States. For this particular

Agreement, Territory refers to Uganda as well as those countries included in East, Central and Southern Africa and the Indian Ocean States.

(5) "Agreement" refers to a grant, cooperative agreement, contract, or other instrument with which USAID is a party and fully finances the activity under that instrument.

(b) The Government shall have a royalty-free, non-exclusive, irrevocable, fully paid-up license and right to practice and use such Mark or have the Mark practiced or used (by sub-license or otherwise), in all events throughout the world. Further, the Government makes no representations or warranties as to title, right of use or license, or any other legal rights or obligations relating to the Mark. .

(c) Without the express written consent of USAID, the Recipient may not seek any rights to, protection for or otherwise acquire the Mark arising from or related to this Agreement outside the Territory. Any failure by Recipient to comply with this clause shall be deemed to be a material breach of this Agreement; and in the event of such a material breach, Recipient agrees that, upon request by USAID, it will promptly assign all Marks acquired in violation of this clause to the Government's designated assignee.

(d) Upon termination of this Agreement, the Mark shall automatically be assigned by Recipient to USAID in accordance with the terms of the Conditional Assignment Agreement that will be included in the close out/asset disposition package. USAID, in its sole discretion, may elect to waive this subsection by written notice to the Recipient.

H.28. 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 responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract.

H.29. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPT. 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.) accordingly, before a contractor (including a PSC* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her

Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

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

This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance shall take precedence, unless otherwise instructed by the Contracting Officer.

The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.30. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

a) USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

b) (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c) (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a sub recipient designated by USAID ("Designated Sub recipient") until advised by USAID that: (i) any United States Government review of the Designated Sub recipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Sub recipient has been approved. Designation means that the sub recipient has been unilaterally selected by USAID as the sub recipient. USAID approval of a sub recipient, selected by another party, or joint selection by USAID and another party is not designation.

(2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Sub recipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Sub recipient] or a key individual of the [Sub recipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

H.31. 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.32. 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)(1) Except as provided in (b)(2) and (b)(3), as a condition of being awarded USAID funds for HIV/AIDS activities under this contract or subcontract, a non-governmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking. (b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:

- (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- (ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- (iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(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.

(f) This clause does not affect the applicability of FAR 52.222-50 to this contract.”

H.33 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

(a) *Requirements for Voluntary Sterilization Program.* None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) *Prohibition on Abortion-Related Activities.*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

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.

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 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-5	EVALUATION OF OPTIONS	JULY 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND	AUG 1996

	COPYRIGHT INFRINGEMENT	
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE—RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD – ALTERNATE 1 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 I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS – ALTERNATE 1	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP 2006
52.245-1	GOVERNMENT PROPERTY	JUNE 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
	 AIDAR 48 CFR CHAPTER 7	
752.202-1	DEFINITIONS	JAN 1990
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	APR 2006
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
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984

752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 FAR 52.252-2 CLAUSES 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 address: <http://arnet.gov/far/>

I.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.5 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause- "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

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

Notice to Employees:

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

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

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

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

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

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

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B-

Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

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

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC

20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.6 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)

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

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

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

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

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably

assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a Contractor that has no more than one employee including the Contractor.

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

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

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

“Severe forms of trafficking in persons” means—

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

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

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.

(c) *Contractor requirements.* The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall—

(1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Establish an awareness program to inform employees about—

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including—

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

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

(d) *Notification.* The Contractor shall inform the contracting officer immediately of—

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

(2) Any actions taken against employees pursuant to this clause.

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

(1) Required removal of a Contractor employee or employees from the performance of the contract;

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

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

1.7. 52.227-14 RIGHTS IN DATA-GENERAL (JUNE 1987)

(a) Definitions

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract

The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause;

Provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices

The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request hereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) Subcontracting

The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not **proceed with subcontract award without further authorization.**

(i) Relationship to patents –

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.8 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.9 52.232-25 PROMPT PAYMENT (OCT 2003)

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

(a) Invoice payments--

(1) Due date.

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

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

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

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office 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 shall date invoices as close as possible to the date of the mailing or transmission.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.10 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

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

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier sub-Contractor under a cost-reimbursement subcontract hereunder.

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

(c) Contractors shall submit the above referenced transportation documents to--Designated CTO, USAID, Ethiopia.

END OF SECTION I

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

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
ATTACHMENT 1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS		
ATTACHMENT 2	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET		
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/		
ATTACHMENT 3	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/		
ATTACHMENT 4	CERTIFICATE OF CURRENT COST AND PRICING DATA		
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/		
ATTACHMENT 5	CONTRACTOR PERFORMANCE REPORT – SHORT TERM		
ATTACHMENT 6	TEMPLATE FOR CONTRACTOR PERFORMANCE INFORMATION		

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
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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 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

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

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

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

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

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.
- (2) The small business size standard is \$6 million [average annual receipts for 3 preceding fiscal yrs].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(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.5 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

- Date of Disclosure Statement:

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

- Date of Disclosure Statement:

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of interim Exemption.

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

K.6 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.7 752.226-01 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)

(a) *Representation.*

The offeror represents that:

(1) it is, is not a small disadvantaged business.¹

¹ The small business size standard for this acquisition is set forth in Section K.106 of this solicitation.

(2) it [] is, [] is not an historically black college or university, as designated by the Secretary of education pursuant to 34 CFR 608.2.

(3) it [] is, [] is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.

(4) it [] is, [] is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.

(b) *Definitions.*

(1) "Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

(2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.

(3) "Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and Native Hawaiians.

(4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.

(5) "Small Business Concern," as used in this provision, means a U.S. concern [as defined in FAR 19.001], including its affiliates [as defined in FAR 19.101], that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR 121.²

(6) "Small Disadvantaged Business," as used in this provision, means a small business concern that (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals.

(7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) *Qualified Groups.*

The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Subcontinent Asian Americans, and women.

K.8 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.9 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.10 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. _____ DUNS No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

END OF SECTION K

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

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 this solicitation. See FAR 52.252-1 above for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52-215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52-219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003

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

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

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

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

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

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

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

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

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

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

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile

Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

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

(f) Contract award.

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

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

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

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

Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

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

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

Contracting Officer

Hand-Carried Address

**USAID Ethiopia
Acquisition and Assistance Office
Riverside Building
Of Haile Gebre Sellassie Rd/Olympia Rd
Addis Ababa, Ethiopia**

Mailing Address

**USAID/Ethiopia
Acquisition and Assistance Office
2030 Addis Ababa Place
Washington, DC 20521**

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

L.5 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**(a) Exceptions from cost or pricing data.**

(1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception shall be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for un-priced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.6 GENERAL INSTRUCTIONS TO OFFERORS

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP electronically at the internet e-mail address and via regular mail or hand delivered at the designated place indicated below. **Proposals must be received by the Government no later than _____, cob.**

Any questions regarding this RFP shall be received no later than _____ **cob**, in writing only, preferably via e-mail to caddis@usaid.gov with copy to mcsow@usaid.gov and gwondimagegnehu@usaid.gov to facilitate inclusion of responses in an Amendment to the RFP. No questions will be accepted after this date.

(a) **Delivery Instructions** - the Offerors shall submit the proposal either:

- i) **electronically** – proposal by email compatible with MS WORD and Excel to caddis@usaid.gov and request for acknowledgement without attachment to mcsow@usaid.gov and gwondimagegnehu@usaid.gov . There has been a problem with the receipt of *.zip files due to anti-virus software. Therefore, Offerors are discouraged from sending files in this format as we can not guarantee their acceptance by the internet server. Only those pages requiring original manual signatures shall be sent via facsimile. (Facsimile of the entire proposal is not authorized); **or**
- ii) **hand delivery** - (including commercial courier) of 3 paper copies of a technical proposal, one original and 2 copies of a cost proposal and one CD of the proposal(s) **to the Acquisition & Assistance Management Office (AAMO), USAID, Riverside Building, Off Olympia/Haile G. Selassie, Addis Ababa, Ethiopia, tel: 251-11-551008. Please include a CD** of the documents as well, with text in Word and budget in Excel. The issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer.
- iii) **Offerors are encouraged, when possible, to submit both electronic and hard copy of the proposals.** Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. Offerors must ensure that the mailed proposal is received prior to the date and time set for closing. It is the responsibility of the offeror to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes. In case of hand delivery, Offerors shall submit their Technical and Cost Proposals in sealed envelopes clearly marked as being in response to this RFP No. 663-P-09-007 entitled School-Community Partnership for HIV/AIDS affected OVCs at Primary Schools, and indicating that it contains technical or cost information, or electronic medium (CD). Proposals must be signed by an official who is authorized to bind the organization.

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. For that reason, all offerors are encouraged to carefully read the entire solicitation by scrolling downward. The solicitation includes all pertinent technical sections embedded in the document as well as the terms, conditions and instructions required for submitting a proposal. If an offeror chooses to submit an alternative proposal, it shall also submit a proposal directly responsive to the RFP to be considered. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria. Offerors must set forth full, accurate and complete information as required by this RFP; the penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP.

Please pay careful attention to Section K - Representations, Certifications and Acknowledgements of the accompanying Request for Proposals. Offerors are now expected to comply with FAR clause 52.204-7, Central Contractor Registration, and complete the annual representations and certifications electronically via the Online Representations and Certifications Application website at <http://orca.bpn.gov>. Also, all offerors must carefully adhere to Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through J of the solicitation will become the basis for the contract. Any blanks in Sections B through J will be completed by the Contracting Officer before award.

(b) Submission of Alternate Proposals

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

(c) Government Obligation

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

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation shall address how the Offeror intends to carry out the Statement of Work contained in Section C. It shall also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal shall be organized by the technical evaluation criteria listed in Section M.

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

(c) Detailed information shall be presented only when required by specific RFP instructions. Proposals are limited to 35 pages, **OVER 35 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 12 point font with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 35-page limitation.

L.7.1 Technical Approach

The Offeror's technical approach shall address each result area and deliverable presented in Section C and F. Whenever appropriate, proposed techniques, mechanisms or methods for achieving results that have been utilized and proven effective in other countries or settings shall be identified and examples of their effectiveness cited. The technical approach shall illustrate a significant involvement of local indigenous commercial firms or non-governmental organizations. In addition the Offeror shall identify the involvement of persons living with HIV/AIDS will have in the program.

The proposal shall propose milestones and other process indicators based on tasks in Section C and address the following points:

- Identify expertise and strategies in providing technical and programmatic support and capacity building of school leadership, PTAs, GACs, KETBs, HEWs, parents/guardians of OVCs, communities, Wereda Education and Health offices, etc in support OVC and HIV/AIDS activities at school and community level;
- Identify innovative approaches to maximize the effectiveness of PTAs, GACs, KETBs, CHPs, teachers, school leadership, and community-based organizations, Wereda Education and Health offices to implement the support of OVCs and HIV/AIDS activities at the school and community level;
- Review and build on the work of OVC support and HIV/AIDS activities being implemented by the Government of the Federal Republic of Ethiopia (GFDRE), HAPCO, USAID partners, other donors, local NGOs, schools and communities;
- Effectively bring various skills, disciplines and data-informed choices to the local context, i.e., region, wereda, school and community context;
- Incorporate implementation modalities, particularly working with ENGOS.

L.7.2 Key Personnel

USAID/Ethiopia encourages the Offeror to consider USAID/Ethiopia's priority to build organizational and technical capacity in local commercial firms and civil society organizations to participate and compete in foreign assistance programs and submit an organizational and management structure (staffing pattern) which will describe clearly the different positions, and the roles and responsibilities for each. Furthermore, USAID/Ethiopia strongly encourages the employment of host country nationals who can bring familiarity with HIV and nutrition, as well as language and cultural expertise to both key and non-key positions.

A complete and current resume, in a consistent format, must be submitted for each proposed key personnel candidate detailing the requisite qualifications and experience of the individual and references with contact information and relevant skills that they bring to the performance of this activity. Qualifications, experience and skills shall be placed in chronological order starting with most recent information. Each resume shall be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position, in regular terms of days after award; (b) intention to serve for a stated term of the service; (c) agreement to the compensation levels which corresponds to the levels set forth in the cost proposal; and (d) prior work experience. The Offeror shall also submit a minimum of three (3) references of professional contacts within the last three years; with complete contact information (current) preferably email addresses, for each proposed key personnel candidate.

It is important that the experiences and education proposed for the COP and other key personnel be complementary.

Resumes for all proposed staff and letters of commitment from key personnel must be included in an annex.

Illustrative Key Personnel positions and qualifications are noted below.

a) Chief of Party:

- Must possess at a minimum a Master's level degree and minimum of ten years of experience working in Education in Africa or other field directly related to the tasks in the SOW.
- **Extensive** experience in development and management of community-based education programs supporting OVCs and HIV/AIDS activities in developing countries.
- The proposed candidate must have a minimum of ten years of overseas experience in managing and providing technical, administrative and financial guidance and supervision for a group of professionals.

b) Deputy Chief of Party:

- Must possess an advanced degree with at least eight years experience working in public health, human capacity development and strengthening civil society, experience in linking OVC support and HIV/AIDS with education and health is an advantage.
- Experience in the management of community-based OVC and HIV/AIDS program interventions, especially in the primary education.
- Understanding of Ethiopia's education, health sector, HIV/AIDS Prevention and Control, PEPFAR and planning and management education and HIV/AIDS issues in Ethiopia, knowledge of MOE, RSEBs and weredas. Good writing and communication skills in English.
- Understanding of quality, equity and gender issues in primary education is essential.

The Offeror can propose for USAID review and acceptance a staffing structure that includes other full-time or regular part-time positions in specific priority technical areas. A good balance between the key staff to cover education, HIV/AIDS and health must be ensured to enable the contractor to effectively link the support of OVC with HIV/AIDS, health and education at the community level.

L.7.3 Management/Institutional Capacity

The Offeror is expected to register their for-profit/not for profit organization with local authorities and establish a presence in Addis Ababa equal to the requirements needed to meet the results and deliverables. The Contractor home office will provide all administrative and management support to the Addis Office, including implementation of financial

and accounting systems for commodity procurement, arranging for and supporting in-country training, processing of all travel and support, etc.

The proposal shall explain how the Offeror plans to provide all administrative and management support necessary for the smooth implementation of the activities in each area of intervention. Such administrative support will include but not be limited to: obtaining local technical services; local commodity procurement; in-country travel and logistical support for project personnel; travel and logistical support for short-term international personnel; and, obtaining appropriate local office space. The Offeror is encouraged to utilize economies of scale for administrative costs, and shall define in detail its proposed arrangements and staffing.

In the proposal, the Offeror must:

- Provide a staffing pattern with description of the roles and responsibilities of prime and subcontractor staff.
- Provide a subcontracting Plan and describe the organization's plan to strengthen organizational and technical capacity of local subcontractors.
- Submit a preliminary Performance Monitoring Plan (PMP) that shows how performance is measured and undertaken in timely basis.
- Detailed schedule of activities upon award
- Co-location plan if proposed consortium

L.7.4 Past Performance

The Offeror shall describe their organization's history of planning, implementing, and monitoring significant and complicated activities with a range of partners. The Offeror shall demonstrate past collaboration with host country governments at the national and sub-national levels. Also, describe past performance in using small business concerns.

The Offeror shall provide references for similar work completed during the past 3 years that includes the type of agreement/contract, name of organization/company, program/project manager contact information, dollar value, time-period of performance and summary description of the work performed. The Offeror must provide past performance information for itself and each major subcontractor (one whose proposed cost exceeds 25% of the Offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to 5 of the most recent and relevant contracts for efforts similar to work in the subject proposal. The most relevant indicators of performance are contracts of similar magnitude and complexity to this requirement. The Offeror must also have record of past performance and demonstrated experience in undertaking and successfully managing performance-based contracts.

Further, shall demonstrate past collaboration with host country governments at the national, regional and wereda levels.

The following past performance of the Contractor will specifically be addressed:

- Developing, implementing, managing and evaluating similar school and community-based activities;
- Promoting and coordinating participation in development;
- Collaborating closely with various levels of host country education and health personnel;
- Implementing cost-sharing and/or resource-generating activities for school and community activities;
- Transferring responsibilities to local institutions, PTAs, schools, weredas/districts, and other partner communities;
- Evidence of building local capacity in program design, implementation and evaluation.

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 the Offeror 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.)

3. Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other sources than those 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.7.4 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.

4. 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.

5. 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.

6. In cases where (i) an Offeror lacks relevant performance history, (ii) information on performance is not available, or (iii) an Offeror is a member of a class of Offerors (such as "small businesses") where there is provision not to rate the class against a factor or 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 Offeror's performance.

6. 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.
- (2) 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.
- (3) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
- (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) Cost control, including forecasting costs as well as accuracy in financial reporting.
- (6) Customer satisfaction with performance, including end user or beneficiary wherever possible.
- (7) 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.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL (CPFF)

Offerors must submit separate Cost/Business Proposals for each of the two sectors in three-ring binders and include the following information. All pages must be sequentially numbered, and each part must be separated by a tab or colored divider page. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

Offerors must also provide electronic copies of the budgets on CD-ROMs (preferably in Microsoft Excel) with calculations shown in the spreadsheet. Additionally, the offeror must submit an electronic version of the narrative discussing the costs for each budget line item (preferably in Microsoft Word).

(a) Part 1 - Standard Form (SF) 33

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

(b) Part 2 - Proposed Costs/Prices

(1) Offerors must provide one original and two (2) copies of a cost proposal. Each must be identified as such, e.g., "original" or "copy 1 of 2" etc. Originals will be official file documents and such must be unbound and two-hole punched at the top. The other copies must be contained in three ring binders.

(2) Each offeror must provide a cost proposal to include the line items set forth below as applicable. In reference to Section B.4, the not to exceed total estimated cost plus fixed fee, if any, is \$8 million for the Contract Period (3 years):

- Total Direct Labor
- Salary and Wages \$ _____
- Fringe Benefits \$ _____
- Consultants \$ _____
- Travel, Transportation, and Per Diem \$ _____
- Equipment and Supplies \$ _____
- Subcontracts* \$ _____
- Allowances \$ _____
- Participant Training \$ _____
- Other Direct Cost \$ _____
- Overhead \$ _____
- G&A \$ _____
- Material Overhead \$ _____
- Total Estimated Cost \$ _____
- Fixed Fee \$ _____
- Total Est. Cost Plus Fixed Fee \$ _____

* Individual sub-Contractors shall include the same cost element breakdowns in their budgets as applicable.

(3) Budget Line Item Definitions and Illustrations**

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

Salary and Wages: FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages shall be proposed in accordance with the offeror's personnel policies and meet the

regulatory requirements. For example, costs of long-term and short-term personnel shall be broken down by person years, months, days or hours.

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

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

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs shall be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory. For example, costs shall be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns shall include the same budget items as the prime as applicable.

Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances shall be broken down by specific type and by person, and shall be in accordance with offeror's policies and these regulations.

Participant Training: AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs shall be broken down by types and participants.

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs shall be broken down by types and units.

Overhead, G&A and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs.

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

(4) The budgets shall be completed with the Prime's and Subcontractors' NICRA information (as applicable). Offerors shall use the same candidates proposed in response to Section L.12 of this RFP.

(5) FAR Part 4.6, Contract Reporting, requires all successful offerors to have a DUNS Numbers when the anticipated value of any single award is expected to be over \$2,500 or the local currency equivalent. The DUNS Number is the unique identifier that is used to retain information on all companies, organizations and people that have awards with

the U.S. Government. All vendors, including foreign businesses and individuals, receiving USAID awards over this monetary threshold must obtain the DUNS Number themselves. In addition, all vendors doing business with the Federal Government must be registered in the CCR <http://www.ccr.gov/>. In order to register in the CCR, a DUNS number is required.

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

(7) **Note:** To be submitted only if the offeror has no government issued Negotiated Indirect Cost Rate Agreement (NICRA). Also, for the Offeror and also for each subcontractor where the subcontract is estimated to exceed \$100,000. Audited balance sheets and profit and loss statements or, if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. The balance sheets and profit and loss statements for the current fiscal year may be unaudited. The profit and loss statements must include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s). The Government may agree to waive the requirement for the submission of certified financial statements if the offeror can satisfy the Contracting Officer, in the Contracting Officer's sole discretion, that the offeror is able to provide other, substitute financial information, such as business tax returns. The substitute information must be adequate to show how well the offeror's business performed, not merely whether or not the offeror has adequate capital and credit to perform under the prospective contract. The Government wants to use the information to assess the offeror's stability, profitability, and growth as indicators of management effectiveness under prevailing market conditions. Offerors who wish to obtain such a waiver must apply in writing to the Contracting Officer no later than two weeks before the deadline for the receipt of offers. The offeror's application must describe the substitute information in detail. [Note: To be submitted only if the offeror has no government issued Negotiated Indirect Cost Rate Agreement (NICRA).]

(c) Part 3 - Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.

(d) Part 4 - Policies and Procedures

If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc..

(e) Part 5 - Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors must seriously address each element of responsibility. To be determined responsible, a prospective Contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures,

property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a));

- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

(f) Part 6 - Letters of Commitment (Subcontractors)

The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.

(g) Part 7 - Information to Support Consent to Major Subcontractors

The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

(h) Part 8- Information Concerning Work-Day, Work-Week, and Paid Absences

- (1) 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.
- (2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors shall describe their work day and work week policies.
- (3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS

In ADS 320, Branding and Marking, offeror(s) are requested to prepare concurrently a Branding Implementation Plan (BIP) and Marking Plan (MP). **Offeror(s) shall submit a preliminary BIP and MP as a separate annex to the technical proposal; they are evaluated for sufficiency, not competitively.** The BIP and MP combined shall not exceed 5 pages. The BIP and MP will not be a part of the technical evaluation.

Offeror(s) will be required to submit formal and detailed Branding and Marking plans for final review before award or in the competitive range. The BIP and MP shall be unique and address the specific circumstances, implementation challenge and working environment in Ethiopia.

As part of USAID's branding initiative and to insure that our implementing partners communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on January 08, 2007 per the revised ADS 320 – Branding and Marking that can be found at: <http://www.usaid.gov/branding/ADS 320.pdf>

The Branding Strategy (BS) concepts will support USAID's and State's strategic goals appropriate for this activity and are found at: <http://www.state.gov/s/d/rm/rls/dosstrat/2004>

Costs of Branding and Marking (ADS 320.3.6.3) shall be included in the total estimated cost of the Offeror; these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

Branding Implementation Plan (BIP):

The BIP, developed by the Offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the Contractor will organize and produce to assist USAID deliver the message that the assistance is from the American people.

The BIP (see ADS 320.3.2.2) shall specifically address the following:

- How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
 - Press releases,
 - Press conferences,
 - Media interviews,
 - Site visits,
 - VIP visits,
 - Success stories,
 - Beneficiary testimonials,
 - Professional photography,
 - PSAs,
 - Videos, and
 - Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session, blast e-mails, or other Internet activities, etc.
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following:
 - Launching the program,
 - Announcing research findings,
 - Publishing reports or studies,
 - Spotlighting trends,
 - Highlighting success stories,
 - Featuring beneficiaries as spokespeople,
 - Showcasing before-and-after photographs,
 - Marketing agricultural products or locally-produced crafts or goods,
 - Securing endorsements from ministry or local organizations,
 - Promoting final or interim reports, and
 - Communicating program impact/overall results.

Marking Plan (MP):

The MP, developed by the Offereor(s), to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity (see ADS 320.3.2.3). USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer's trademark on a commercial item, *the corporate identities or logos of Contractors or subcontractors are not permitted on USAID-funded program materials and communications*. Please refer to section 320.3.2.3 that describes what the Marking Plan must address and 320.3.2.4 Marking Requirements for Specific Contract Deliverables.

Note that marking is not required for Contractor's offices, vehicles, and non-deliverable items, such as office supplies used primarily for administration of the USAID funded program (ADS 320.3.5).

END OF SECTION L

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 in Section L for an internet address (if specified) for electronic access to the full text of a provision.

M.2 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate proposals in accordance with Section M of this RFP and make an award to the responsible offeror whose proposal represents the **best value** to the U.S. Government. In accordance with FAR Part 15, the Government will award contract(s) resulting from this solicitation using the tradeoff process (FAR 15.101-1). The tradeoff process will be used in selecting the proposal which represents the best value. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical cost, and other factors.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the offerors, and any other information obtained by the Government through its own research.
- (d) For overall evaluation purposes, technical factors combined are considered significantly more important than cost/price factors.

M.3 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated, 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, with relative order of importance, so that Offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation. The criteria and sub-criteria are listed in descending order of importance.

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

Total technical evaluation criteria equal 100 points. These points are separated into three areas:

- Technical Approach (45 points),
- Exit and Sustainability Plan (15 points)
- Staffing Pattern & Qualification and Experience of Proposed Key Personnel (15 points),
- Management/Institutional Capacity (15 points) and
- Contractor Past Performance, Experience and Achievements (10 points) as documented below.

TECHNICAL EVALUATION CRITERIA: The following criteria will be used by the technical evaluation committee (TEC) to evaluate the proposals. The TEC members will assign values totaling 100 points to score the various components of the proposal as set forth below:

A. Technical Approach (45 points)

Offer will be assessed on the quality of the overall design and the extent to which it demonstrates an understanding of the statement of work and proposes a technical approach that is comprehensive and effective to achieve the targets.

- Demonstrated understanding of the statement of work; logic, coherence and feasibility of the overall plan to achieve deliverables and expected Results 1 and 2 in section C. Sound analytical basis and technical soundness of responses. Innovative approaches to increase productivity of PTAs, school leadership, OVC and linking with HIV/AIDS activities at schools and communities.
- Ability of the Offeror to build on the work of OVC and HIV/AIDS activities currently being done by the GOE, other USAID partners, other donors, local NGOs and schools.
- Overall quality and ability of the Offeror to effectively bring various skills, disciplines and data-informed choices to the local context, i.e. regional, woreda and school context.
- Incorporation of implementation modalities in section C throughout the achievement of results.
- Appropriate system to incorporate and nurture participation of PTAs, GACs, school leadership and community based organizations, Wereda Education, HAPCO and Health offices and other local government institutions and NGOs in identification and management of OVCs.
- Proposed framework of 3-year work plan demonstrates a clear and coherent vision for designing and implementing support to OVCs and HIV/AIDS activities at schools.
- Identification of appropriate provision of standard services for OVC
- A plan that clearly shows the number and level of participation of beneficiary OVC and schools with inclusion of strategies to address gender issues which have a profound impact on girls' and women's risk of HIV/AIDS.

B. Exit and Sustainability Plan (15 points)

The proposed plan and strategy for local institutional capacity building lead to long-term sustainability of schools, communities and local government institutions efforts in support of OVCs and constitute a progressive exit strategy and sustainability plan, demonstrated linkages to on-going initiatives such as other HIV/AIDS Donors and NGOs, and how impact and critical processes will be continued after the Contract termination date.

C. Qualification and Experience of proposed Key Personnel and staffing pattern (15 points)

Evaluation of staffing pattern and proposed key personnel will focus on relevant and demonstrated qualifications, local experience, language competency and skills applicable to the personnel requirements contained in the Statement of Work

- Breadth of experience and competence of Chief of Party and Deputy Chief of Party to conduct the proposed program and demonstrated ability to create and maintain a high performance team.
- Technical support team with demonstrated leadership in integrating HIV/AIDS with education particularly, OVC at schools. Experience in organizing and managing large, complex OVC programs that have achieved high level impact. Depth of team competence among identified specialized technical areas.
- Qualifications of proposed personnel and appropriateness for the responsibilities of each position.
- Appropriate gender balance of proposed personnel and commitment to maintaining at least 50% women professionals throughout the life of plan
- Key personnel candidates stated availability.

D. Management/Institutional Capacity (15 points)

The proposal shall also include the contractor's proposal to have a team on the ground as soon as possible after award for a quick start-up.

- The composition of the proposed staffing and consortium teaming arrangements reflect the needed expertise to address the implementation of the proposed work plan activities with the demonstrated ability to effectively and efficiently start up and maintain complex management support operations.
- Feasibility of proposed lines of communication, responsibilities, roles and planned procedures to ensure the highest quality coordination and collaboration with the federal, regional and local governments, schools, communities and PEPFAR and non-PEPFAR partners
- Timeline of activities upon award.
- Description of the performance monitoring plan including specific indicators for each result and the appropriate systems required to monitor outcomes of the contract.
- Proposed Monitoring & Evaluation help to guide the program's operations and management, demonstrating a commitment to the objective of the SOW

E. Contractor Past Performance, Experience and Achievements (10 points)***Past Performance, Experience, and Achievements***

Documented agreements within the past 2 years and working relationships in:

- developing, implementing and managing and evaluating similar school and community-based OVC activities and integrating HIV/AIDS with education at school and community level.
- Promoting, coordinating participation and decision-making by stakeholders and beneficiaries.
- collaborating closely with various levels of host country education, HIV/AIDS and health systems.
- Implementing cost-sharing and or resource-generating activities for OVC.
- Experience in managing sub-contracts/awards with local NGOs or international NGOs.
- Proposed consortium partners/NGOs previous experiences relevant to the objective of the program and their past performance indicate a high probability of success.

Documented Achievements in Improving Local Capacity

- Transferring responsibilities to local institutions, NGOS, PTAs, schools, a/o other partners in communities.
- Evidence of local capacity building in program design, implementation and evaluation

1. Technical Approach**50 points**

- Extent to which the proposed program approach and strategies are well conceived, substantially involve local commercial organizations and civil society and are realistic to accomplish the objectives of the project, namely 1) Procurement and distribution of supplementary and therapeutic foods through public health systems and the private sector; 2) Provide technical assistance to support distribution systems, inventory control, storage and record keeping; 3) Provide technical assistance to improve site-level operational readiness; 4) Support adherence and behavior change; 5) Support accelerated pre-service training at selected universities; 6) Support the enabling environment for food and nutrition interventions including coordination, policy and economic opportunities (25 points).
- Does the application describe effective approaches to work with the Ministry of Health, Regional Health Bureaus, Woreda Health Offices to strengthen their capacity to coordinate and manage activities in more sustainable way – clearly describing involvement of the local private sector and describing proposed linkages between supplementary and therapeutic feeding programs with supplementary food security programs and with economic strengthening activities (15 points).
- Does the application demonstrate a thorough understanding of the current Ethiopian context and policy environment, constraints and advantages at the federal, regional and facility levels (6 points).

- Does the Performance Monitoring Plan support continual program monitoring, evaluation and learning for the Contractor, USAID and the host country (4 points).

2. Personnel**25 points**

- Does the application propose appropriate program team including an organizational and management structure that fits the Ethiopian decentralization structure and ensures national, regional and facility linkages? (10 points)
- Does the application propose full time technical personnel with the professional qualifications, relevant experience needed to manage and achieve results? (9 points)
- Does the application propose appropriate, professionally qualified consultants and local experts at federal and regional levels with relevant experience with the Therapeutic Feeding, Training and HIV/AIDS in Ethiopia to support the implementation of the program? (6 points)

3. Institutional Capacity**15 points**

- Demonstrated that the project management structure provides cost-effective approach (international vs. local organizations, expatriate vs. local experts) to achieve the desired results of the program. (7 points)
- Demonstrated success in implementing and managing outputs and activities similar to those described in the scope of work, which have achieved significant results. (5 points)
- Provided evidence of an ability to develop and implement management procedures and systems: i) for control of all Contract resources and activities; and ii) to keep USAID/Ethiopia accurately and continuously informed of financial, administrative, personnel and technical issues. (3 points)

4. Past Performance**10 Points**

Offeror's capability will be assessed on the extent to which the information provided in the proposal or obtained by other means described in Section L.7.4 demonstrates successful experience in the areas described in the Statement of Work emphasizing organizational, management, and technical actions under previous contracts.

A "neutral" rating will be assigned to any Offeror lacking relevant performance history. (see L.7.4 for more detailed information)

M.4 COST EVALUATION

Cost will primarily be evaluated for reasonableness, realism, allowability and completeness. This will consist of a review of the cost portion of an Offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the Offeror understanding of the requirements, and if the costs are consistent with the technical proposal. The review will be conducted in accordance with the techniques described in FAR 15.404-1, with consideration on sub-contracting reasonableness as described in FAR 15.404-3 and in accordance with factors described in FAR 15.404-4 for reviewing and negotiating the profit-fee if any proposed.

Evaluation of the cost proposal will consider but not be limited to the following:

- overall cost control/cost savings evidenced in the proposal (avoidance of excessive salaries, excessive home office visits, and other costs in excess of reasonable requirements); and
- amount of the proposed fee, if any.

M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**(a) Competitive Range:**

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

competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award:

(i) In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the **best value** after evaluation in accordance with the factors and sub factors as set forth in this solicitation.

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

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

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

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

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

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

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

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

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

1. Name (Last, First, Middle)	2. Contractor's Name
-------------------------------	----------------------

3. Employee's Address (include ZIP code)	4. Contract Number	5. Position Under Contract
	6. Proposed Salary	7. Duration of Assignment

8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)
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11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

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

14. EMPLOYMENT HISTORY

- Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.
- Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

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

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

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

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

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

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

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

Signature of Contractor's Representative	Date
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INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which shall be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENT 5 TEMPLATE FOR CONTRACTOR PERFORMANCE INFORMATION

(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 25% of the offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to 5 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar to the following:

- Scopes of work involving technical assistance in the following:
- delivery of HIV/AIDS care and treatment service (including antiretroviral therapy);
- delivery of HIV/AIDS and Tuberculosis community based care and treatment services;
- delivery of integrated HIV/AIDS and reproductive health/family planning services;
- community mobilization for HIV prevention among general populations;
- decentralized health sector systems strengthening; and
- case management and outreach work for chronic care.

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 the CO determines that the above CPI databases do not contain sufficient data for the purposes in a.1 and a.2 above or are unavailable, the procurement official should ordinarily ask the business references named in the offeror's proposal, as well as others who may be known to have relevant information, to address the offeror's performance. "Others" includes the members of the technical evaluation committee who have direct, personal knowledge of the offeror's performance. The CO determines how many business references must be contacted in order to adequately address the offeror's performance. The procurement official uses the rating criteria and evaluation areas or data elements contained in the CPS report templates to collect and evaluate the reference information (Download the templates at: **CPS Standard Report** [<http://cps.od.nih.gov/files/standardreport.doc>] and **CPS Construction Report** [<http://cps.od.nih.gov/CPSConstrutionsForm1.htm>]). A CPS Architect-Engineer Report is scheduled to be available by October 2006: Access it from **CPS Homepage**).