

|   |  |                             |  |   |  |  |  |  |
|---|--|-----------------------------|--|---|--|--|--|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>   |  |                             |  | 1. REQUISITION NUMBER   |  | PAGE OF<br>1   3                                   |  |  |
| 2. CONTRACT NO.   |  | 3. AWARD/<br>EFFECTIVE DATE | 4. ORDER NUMBER  |   | 5. SOLICITATION NUMBER<br>SOL-OAA-09-000005  |  | 6. SOLICITATION<br>ISSUE DATE<br>03/13/200 |  |
| 7. <b>FOR SOLICITATION<br/>INFORMATION CALL:</b>  |  | a. NAME<br>Ray Carmichael   |  | b. TELEPHONE NUMBER<br><i>(No collect calls)</i>  |  | 8. OFFER DUE DATE/LOCAL TIME<br>06/12/2009 1430 ES |  |  |
| 9. ISSUED BY<br><br>USAID<br>U.S. Agency for Intl Development<br>M/OAA/GRO/ALPS, Rm. 7.9-101<br>1300 Pennsylvania Ave., NW<br>Washington DC 20523   |  | CODE<br>M/OAA/GRO           | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE % FOR<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br>NAICS: 518210<br>SIZE STANDARD:<br>\$23.00 |   | 11. DELIVERY FOR FOB<br>DESTINATION UNLESS<br>BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE<br>13a. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700)<br>13b. RATING<br>14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP |  | 12. DISCOUNT TERMS                         |  |
| 15. DELIVER TO<br><br>U.S. Agency for International Devel<br>Office of Acquisition and Assistanc<br>RRB, Rm 7.09-101<br>1300 Pennsylvania Ave. NW<br>Washington, DC VA 20523                            |  | CODE<br>7200                | 16. ADMINISTERED BY:<br><br>M/OAA/GRO/EGAS<br>00001<br>Office of Acquisition and Assistance<br>M/OAA/GRO/EGAS, RRB 7.09-112<br>1300 Pennsylvania Avenue, NW<br>Washington DC 20523   |   | CODE<br>M/GRO/EGAS   |  |  |  |
| 17a. CONTRACTOR/<br>OFFEROR   |  | CODE                        | FACILITY<br>CODE   | 18a. PAYMENT WILL BE MADE BY  |  | CODE   |  |  |
| TELEPHONE NO.   |  |                             |  | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>  |  |  |  |  |
|   |  |                             |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM  |  |  |  |  |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/SERVICES  |                             |  | 21. QUANTITY  | 22. UNIT   | 23. UNIT PRICE                                     | 24. AMOUNT                                 |  |
| 0001  | This is a Labor-Hour Contract. The Contractor must perform the services set forth in the Section C, Statement of Work and the hourly rates in Section B.<br>SB Plan: NO<br><br>Base Year<br>Aug 1, 2009 - Jul 31, 2010<br><br>Continued ...<br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |                             |  |   |  |  |  |  |
| 25. ACCOUNTING AND APPROPRIATION DATA   |  |                             |  |   |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)        |  |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A   |  |                             |  | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |  |  |  |  |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA   |  |                             |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.   |  |  |  |  |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u>  |  |                             |  | <input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. |  |  |  |  |
| COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |                             |  |   |  |  |  |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |  |                             |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |  |  |  |  |
| 30b. NAME AND TITLE OF SIGNER (Type or Print)   |  | 30c. DATE SIGNED            |  | 31b. NAME OF CONTRACTING OFFICER (Type or print)  |  | 31c. DATE SIGNED                                   |  |  |
|   |  |                             |  | Khem Gurung   |  |  |  |  |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0002            | Direct Labor<br>CLIN Labor Categories Loaded Rates Hours Cost<br>0001 Editor/ Project leader \$ 2080**<br>0002 Directives Coordinator \$ 2080**<br>0003 Directives Coordinator \$ 2080**<br>0004 Info and Sys Support Spec. \$ 2080**<br>0005 Info and Sys Support Spec. \$ 2080**<br><br>Option Year 1<br>Aug 1, 2010 - Jul 31, 2011<br><br>Direct Labor<br>CLIN Labor Categories Loaded Rates Hours Cost<br>1001 Editor/ Project Leader \$ 2080**<br>1002 Directives Coordinator \$ 2080**<br>1003 Directives Coordinator \$ 2080**<br>1004 Info and Sys Support Spec. \$ 2080**<br>1005 Info and Sys Support Spec. \$ 2080**<br>** maximum hours | 2080            | LH          |                   |               |
| 0003            | Option Year 2<br>Aug 1, 2011 - Jul 31, 2012<br><br>Direct Labor<br>CLIN Labor Categories Loaded Rates Hours Cost<br>2001 Editor/ Project Leader \$ 2080**<br>Continued ...  | 2080            | LH          |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: \_\_\_\_\_ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 42a. RECEIVED BY (Print) \_\_\_\_\_  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (Location) \_\_\_\_\_  
 42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
SOL-OAA-09-000005PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|----------------------------|-----------------|-------------|-------------------|---------------|
| 2002            | Directives Coordinator     |                 |             | \$ 2080**         |               |
| 2003            | Directives Coordinator     |                 |             | \$ 2080**         |               |
| 2004            | Info and Sys Support Spec. |                 |             | \$ 2080**         |               |
| 2005            | Info and Sys Support Spec. |                 |             | \$ 2080**         |               |

0004 Option Year 3 2080 LH  
Aug 1, 2012 - Jul 31, 2013

## Direct Labor

| CLIN | Labor Categories           | Loaded Rates | Hours | Cost |
|------|----------------------------|--------------|-------|------|
| 3001 | Editor/ Project Leader     | \$ 2080**    |       |      |
| 3002 | Directives Coordinator     | \$ 2080**    |       |      |
| 3003 | Directives Coordinator     | \$ 2080**    |       |      |
| 3004 | Info and Sys Support Spec. | \$ 2080**    |       |      |
| 3005 | Info and Sys Support Spec. | \$ 2080**    |       |      |

0005 Option Year 4 2080 LH  
Aug 1, 2013 - Jul 31, 2014

## Direct Labor

| CLIN | Labor Categories           | Loaded Rates | Hours | Cost |
|------|----------------------------|--------------|-------|------|
| 4001 | Editor/ Project Leader     | \$ 2080**    |       |      |
| 4002 | Directives Coordinator     | \$ 2080**    |       |      |
| 4003 | Directives Coordinator     | \$ 2080**    |       |      |
| 4004 | Info and Sys Support Spec. | \$ 2080**    |       |      |
| 4005 | Info and Sys Support Spec. | \$ 2080**    |       |      |

|   |    |
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## **SECTION B - Supplies or Services/Prices**

### **B.1 PURPOSE**

The purpose of this contract is: to provide technical support to the USAID, Bureau for Management, Office of Management Policy, Budget and Performance, Policy Division (M/MPBP/POL) in the management of directive materials received from the Agency. The contractor shall successfully perform tasks directly related to the receipt, review, compilation, formatting, conversion, publication and issuance of directives on the intranet, internet, the Agency's Notices Database and CD-ROM. The contractor shall also successfully maintain all electronic systems containing directives materials.

### **B.2 PRICE SCHEDULE FOR BASE YEAR AND OPTION YEAR**

SEE COVER PAGES, STANDARD FORM 1449 PAGES 1-3

## **SECTION C - Description/Specifications**

### **C.1 OBJECTIVE AND PERFORMANCE WORK STATEMENT**

The objective of this program is to ensure all agency policy created or revised by designated offices as documentation of its organizational functions, policies, decisions, procedures, operations or other essential activities are contained in the Automated Directives System (ADS).

#### **1. DOCUMENT PREPARATION OF ADS DIRECTIVES**

- a. The contractor will review the proposed ADS chapter revisions initiated by the contractor and chapter authors, newly authored ADS chapters and Notice issuances to identify possible duplication with existing directives or other instructions and, if so, notify the originating office to obtain guidance on appropriate action.
- b. The contractor will proofread proposed updates and issuances and edit for standards, editorial correctness, and overall completeness. When deviations are found, confer with or draft proposed corrective texts for the originating office or obtain guidance on appropriate course of action.
  - i. Editing will include recommendation for changes in writing style, grammar, word usage, organization of style of presentation in accordance with the ADS reference guide.
  - ii. The most basic editing will assure adherence to the USAID ADS format specifications for style usage, format, and ADS 508 compliance.
  - iii. Editing of material that may support the ADS while not directly included in the ADS may be required.
- c. The contractor ensure that all required Agency clearances as identified in the ADS are obtained by an author office and that meaningful comments made during the clearance process are either considered and /or incorporated as appropriate.
- d. ADS author offices submit completed (final copy) directives materials to the contractor electronically as an attachment to an email. The contractor will insure final directives materials received conform to style, typeface and font in accordance with current policy and procedures contained in ADS 501.
- e. The contractor will ensure that ADS material submitted by authors for publication is correctly identified as substantive, conforming, editorial or additional help. These categories are identified in ADS 501 and require difference levels of clearance.
- f. The contractor will prepare transmittal memoranda, ADS Status reports, and assign consecutive numbers to each directives action to maintain the order and continuity of changes and to facilitate maintenance of directives chapter by recipients.

- g. The contractor will be responsible for creating and revising ADS directives policy in ADS 501 and 504 including customized instructions, help guides, and training aides that explain the processes when preparing directives and notices.

## **2. NOTICES**

- a. The contractor will distribute notices daily and ADS materials through the nightly notice distribution system. The contractor is responsible for maintaining a database of all notices and incorporation of notices into the ADS.
- b. The contractor will insure all notices are ADS 504 compliant. They will assist notice authors in identifying the type of notice that will be issued and the necessary clearances.
- c. The contractor will maintain an electronic filing system for the identification and control of incoming USAID Notices and directives for announcement in the Notice Database and placement in the ADS. This requires a thorough knowledge of glossaries, MetaTags, dBase, ACCESS, WORD, HTML, and PDF software tools and systems.
- d. Within 12 days of issuance of a Policy Notice, the contractor will post your material to the ADS Web site

## **3. SOFTWARE CONVERSION AND DATABASE SYSTEMS**

- a. As USAID continues to utilize CD-ROM media or other subsequent electronic medias, databases or components, the contractor will develop and identify appropriate processes for marking and tagging changes required on the media type. The contractor will also make recommendations on improvements that would enhance and facilitate access to the directives information.
  - i. The contractor shall develop a database or alternate media to assist in identifying outdated ADS chapters. The contractor shall identify offices responsible for out-of-date material and work with M/MPBP/POL on ensuring such offices update their ADS chapters.
- b. The contractor will develop and maintain an electronic database of all directives materials in WORD or other subsequent electronic format to be maintained as the basic document for pre-mastering USAID's directives on CD-ROM, ADS web pages, or other electronic media. The contractor will maintain the database by inputting text and data, making necessary format/input revisions, proofreading and corrections.
- c. The database will serve to produce camera copy for hard copy production of Agency directives when necessary

## **4. WEBPAGE MAINTENANCE**

- a. The contractor will serve as Webmaster of USAID's Intranet and Internet websites and respond to inquires received from the ADS mailbox.
- b. The contractor will develop and maintain ADS web pages and convert ADS chapters and references to acceptable user-friendly format for posting on USAID's Intranet and Internet.

## **5. TRAINING**

- a. At least once a quarter, the contractor shall provide training and guidance to Agency staff on how to use the ADS. This training will be made available to new employees as part of the new employee orientation. Training will be made available and coordinated through the USAID Learning Management System and offered to all USAID employees.
- b. The contractor will conduct agency-wide training on the ADS clearance process. Training will be monthly or quarterly depending upon Agency demands.
- c. The contractor will conduct agency-wide training to ADS authors. This training will include format of ADS, clearance process, policy writing techniques, and general ADS guidance. Training will be monthly or quarterly depending upon Agency demands.
- d. The contractor is responsible for the development of training tools.

## **6. ADMINISTRATION AND RECORDS MAINTENANCE**

- a. On a daily basis, the contractor will respond to agency and public inquires about directives contents, the request process, location of additional information about policies and regulations, requests for author office interpretation of policy and general assistance about the ADS and notices.
- b. The contractor will draft recommended policies and procedures, relating to the ADS, Notices and ADS intranet and internet databases for review and approval by M/MPBP/POL.
- c. The contractor will perform associated administrative tasks including maintenance of master directives sets in electron versions currently in use, CD-ROM disks, web pages, and hard copy files.
  - i. The contractor's records serve as official record for the directives program and will be maintained by the contractor in accordance with records disposition instructions for directives materials as stated in ADS 502.
  - ii. The contractor will be responsible for filing of current and historical directives and backup documentation, and preparing directives correspondence, files plans, shelf lists, and related memoranda. The contractor will provide the CTO with copies of the file plan and shelf list.
- d. The contractor will develop and issue monthly ADS newsletters to be issued by the 10<sup>th</sup> of each month as well as necessary ADS brochures and pamphlets. This includes all ADS training materials.

- e. The contractor will maintain and update the ADS Chapters and Authors List on an annual basis.

## **7. THE REQUIREMENTS FOR STAFFING**

a. Editor/Project Leader. This person is considered key personnel described in this contract. The editor shall be the senior person serving as the project leader. The individual must have a full (4) years degree in a related discipline. The editor should have at least seven (7) years in creating, editing and finalizing policy documents, development of newsletters, charts, tables, training materials and templates; researching multiple sources to obtain and interpret Federal regulations; analyze a variety of documents and electronic systems to determine best method for the development and storage of data files; and supervising personnel. The project leader must have knowledge of the government editorial standards according to the Government Printing Office Style Manual.

b. Directives Coordinator. Experience in administrative work that involves the review and research of policy, federal regulations, reports and standards; ability to interpret complex regulatory data and convert into a plain language writing style; ability to conduct and facilitate training, briefings, conferences or meetings. Should also have working knowledge of word processing applications, software conversion applications and the ability to communicate effectively, both orally and in writing.

c. Information and Systems Support Specialist. Experience should include at least two years of progressively responsible experience in word processing and data entry. Experience in effectively being the webmaster of a complex organization; loading data from source documents into databases, and software conversion applications, is highly desirable

d. Technical Writer. Experience should include a full 4 –year curriculum in an accredited college or university leading to a bachelor’s degree. Experience reviewing, drafting, and analyzing regulatory and policy materials; collaborating with officials in the development of new regulations; researching various sources for additional directives. Should also have a working knowledge of desktop publishing applications, word processing applications, and software conversion applications. Must have strong writing skills and the ability to communicate effectively, both orally and in writing.

**SECTION D - Packaging and Marking**

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## **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.

| <b>NUMBER<br/>DATE</b> | <b>TITLE</b>   |
|------------------------|--|
|                        | <b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b> |

**52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)**

## **SECTION F - Deliveries or Performance**

### **F.1 PERIOD OF PERFORMANCE**

The period of performance for this contract is May 11, 2009 through May 10, 2010. The period of performance for option periods, if any, is:

August 1, 2010 - July 31, 2011

August 1, 2011 - July 31, 2012

August 1, 2012 - July 31, 2013

August 1, 2013 - July 31, 2014

### **F.2 KEY PERSONNEL**

- (a) The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name

Title

\_\_\_\_\_

- (b) The personnel specified above are considered to be essential to the work being performed there under. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Contracting Officer's Technical Representative reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

## **SECTION G - Contract Administration Data**

### **G.1 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is: U.S Agency for International Development  
Office of Acquisition and Assistance  
Attn: M/OAA/GRO/ALPS  
1300 Pennsylvania Ave., NW  
Washington, DC 20523-7900

### **G.2 COGNIZANT TECHNICAL OFFICER (CTO)**

Cognizant Technical Office:  
U.S. Agency for International Development  
Attn: M/MPBP/POL, RRB, Rm. 6.07  
1300 Pennsylvania Ave., NW  
Washington, DC 20523

Telephone:

### **G.3 PAYING OFFICE**

The paying office for this contract is: U.S. Agency for International Development  
Attn: Office of Financial Management  
RRB, Rm. 7.07-098B, M/FM/CMP/DC  
1300 Pennsylvania Ave, NW  
Washington, DC 20523

## **AIDAR 48 CFR Chapter 7**

### **PART 703 IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST**

#### **SUBPART 709.5 ORGANIZATIONAL CONFLICTS OF INTEREST**

## **SECTION H - Special Contract Requirements**

### **H.1 AUTHORIZED GEOGRAPHIC CODE**

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

### **H.2 752.204-2 SECURITY REQUIREMENTS.**

Pursuant to the Uniform State/USAID/USIA Regulations (Volume 12, Foreign Affairs Manual, Chapter 540), USAID applies the safeguards applicable to "Confidential" information to administratively controlled information designated as "Sensitive But Unclassified". Therefore, when the clause in FAR 52.204-2 is used in USAID contracts, pursuant to section 704.404, paragraph (a) of the clause is revised as follows: (See 52.204)

"(a) This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', or 'Top Secret'), or administratively controlled ('Sensitive but Unclassified') information."

### **H.3 02-04 IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING**

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

## **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.

| <b>NUMBER</b>    | <b>TITLE</b>  | <b>DATE</b>                                |
|------------------|---|--|
|                  | <b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>  |  |
| <b>52.203-5</b>  | <b>COVENANT AGAINST CONTINGENT FEES.</b>  | <b>(APR 1984)</b>                          |
| <b>52.203-6</b>  | <b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.</b>   | <b>(SEP 2006)</b>                          |
| <b>52.204-2</b>  | <b>SECURITY REQUIREMENTS.</b>   | <b>(AUG 1996)</b>                          |
| <b>52.215-8</b>  | <b>ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT.</b>   | <b>(OCT 1997)</b>                          |
| <b>52.222-3</b>  | <b>CONVICT LABOR.</b>   | <b>(JUN 2003)</b>                          |
| <b>52.222-26</b> | <b>EQUAL OPPORTUNITY.</b>   | <b>(MAR 2007)</b>                          |
| <b>52.222-26</b> | <b>EQUAL OPPORTUNITY.</b>   | <b>(MAR 2007) - ALTERNATE I (FEB 1999)</b> |
| <b>52.222-37</b> | <b>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.</b> | <b>(SEP 2006)</b>                          |
| <b>52.222-43</b> | <b>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS).</b> | <b>(NOV 2006)</b>                          |
| <b>52.223-6</b>  | <b>DRUG-FREE WORKPLACE.</b>   | <b>(MAY 2001)</b>                          |
| <b>52.223-14</b> | <b>TOXIC CHEMICAL RELEASE REPORTING.</b>  | <b>(AUG 2003)</b>                          |
| <b>52.225-13</b> | <b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.</b>   | <b>(JUN 2008)</b>                          |
| <b>52.227-14</b> | <b>RIGHTS IN DATA--GENERAL.</b>   | <b>(DEC 2007)</b>                          |

**52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE I (DEC 2007)**

**52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE II (DEC 2007)**

**52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE III (DEC 2007)**

**52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE IV (DEC 2007)**

**52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE V (DEC 2007)**

**52.227-18 RIGHTS IN DATA - EXISTING WORKS. (DEC 2007)**

**52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)**

**52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)**

**52.233-1 DISPUTES. (JUL 2002)**

**52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

**52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (FEB 2009)**

**52.245-1 GOVERNMENT PROPERTY. (JUN 2007)**

**52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**52.248-1 VALUE ENGINEERING. (FEB 2000)**

**52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)**

**52.249-14 EXCUSABLE DELAYS. (APR 1984)**

**52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**752.202-1 DEFINITIONS. (JAN 1990)**

**752.211-70 LANGUAGE AND MEASUREMENT. (JUN 1992)**

**752.226-3 LIMITATION ON SUBCONTRACTING. (JUN 1993)**

**752.242-70 PERIODIC PROGRESS REPORTS. (OCT 2007)**

**752.7006 NOTICES. (APR 1984)**

**752.7025 APPROVALS. (APR 1984)**

**752.7034 ACKNOWLEDGMENT AND DISCLAIMER. (DEC 1991)**

**752.7035 PUBLIC NOTICES. (DEC 1991)**

**I.2 52.202-1 DEFINITIONS. (JUL 2004)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

**I.3 52.203-3 GRATUITIES. (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -

(1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled -

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c) (2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **I.4 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)**

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract..

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a

subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4) (ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c) (4) (i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c) (5) but excepting paragraph (c) (1), in all subcontracts under this contract which exceed \$100,000.

**I.5 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.  
(DEC 2008)**

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

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

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

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

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

(2) The Contractor shall--

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

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

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

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

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

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a

Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

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

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

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

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

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

(2) An internal control system.

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

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

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

(ii) At a minimum, the Contractor's internal control system shall

provide for the following:

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any

Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

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

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

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

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

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

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

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

**I.6 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER.  
(AUG 2000)**

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered material. For paper and paper products, postconsumer material means postconsumer fiber defined by the U.S. Environmental Protection Agency (EPA) as -

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-use as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as recovered fiber and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as -
  - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14,

1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

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

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

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

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

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

Registered in the CCR database means that--

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

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

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

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

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

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

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

**I.8 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

**I.9 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

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

**I.10 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 [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [ ]days (*60 days unless a different number of days is inserted*) 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 [ ] (months)(years).

**I.11 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUN 2003)**

(a) *Definition.* Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

## SECTION J - List of Documents, Exhibits and Other Attachments

### J.1 LIST OF ATTACHMENTS

Hard copies of the following documents are attached at the end of this document; however, some of the forms can be accessed electronically at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/).

Listed below are the links to USAID's external website for the Directives Program.

ADS homepage <http://www.usaid.gov/policy/ads/>

Specific ADS policy chapters are the contractor is responsible for:

<http://www.usaid.gov/policy/ads/500/501.pdf>

<https://www.usiad.gov/policy/ads/500/504.pdf>

*[List attachment numbers and names]*

Attachment 1, Contractor Employee Biographical Data Sheet

Attachment 2, Disclosure of Lobbying Activities

Attachment 3, DoD, Contract Security Classification Specification

Attachment 4, ADS 501, The Automated Directives System (ADS)

Attachment 5, ADS 504, Agency Notices

## **SECTION K - Representations, Certifications, and Other Statements of Bidders**

### **K.1 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.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)**

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person 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 on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or

amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (OCT 2000)**

(a) *Definition.* Emerging small business as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) *(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)* The Offeror \_\_\_ is, \_\_\_ is not an emerging small business.

(c) *(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)* Offeror's number of employees for the past 12 months *(check this column if size standard stated in solicitation is expressed in terms of number of employees)* or Offeror's average annual gross revenue for the last 3 fiscal years *(check this column if size standard stated in solicitation is expressed in terms of annual receipts)*. *(Check one of the following.)*

No. of Employees    Avg. Annual Gross Revenues

|                 |                                 |
|-----------------|---------------------------------|
| ___ 50 or fewer | ___ \$1 million or less         |
| ___ 51 - 100    | ___ \$1,000,001 - \$2 million   |
| ___ 101 - 250   | ___ \$2,000,001 - \$3.5 million |
| ___ 251 - 500   | ___ \$3,500,001 - \$5 million   |
| ___ 501 - 750   | ___ \$5,000,001 - \$10 million  |
| ___ 751 - 1,000 | ___ \$10,000,001 - \$17 million |
| ___ Over 1,000  | ___ Over \$17 million           |

**K.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999) - ALTERNATE I (OCT 1998)**

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

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

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

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

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

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

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

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

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

CFR part 124, subpart B. For joint ventures, address refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

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

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

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

#### **K.5 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\_\_\_ (v) The facility is not located in the United States or its outlying areas.

**K.6 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2008) - ALTERNATE I (APR 1996)**

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

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

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

**I. Disclosure Statement - Cost Accounting Practices and Certification**

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: [*Name and Address of Cognizant ACO or Federal Official Where Filed:*]

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

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

follows:

Date of Disclosure Statement: [ ]

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

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

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

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

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

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

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

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

Caution: Offerors currently required to disclose because they were awarded a CAS-

covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below.

Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

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

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

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

yes  no

## SECTION L - Instructions, Conditions, and Notices to Bidders

### L. 1 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL (CPFF)

1. Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section M.
2. Offerors are to present detailed information only when required by specific RFP instructions. The Technical Proposal **should be reasonable in length** and shall be written in English.

For printed copies, offerors shall use only 8.5 inch by 11 inch (210 mm by 297 mm) paper, doubled-sided, single-spaced pages with margins no less than one inch on each border. Pages must be numbered consecutively. Do not use a type smaller than 12 point.

Note: Tables, charts, graphs, etc., may be labeled as attachments.

The proposal should include the following:

- Table of Contents
- Dividers
- Appendix attachments that contain biographical information (i.e. resumes and other documentation provided by the offeror) for proposed candidates
- Past Performance Report Short-Forms (Attachment Section)
- Free standing charts, such as management structure organizational charts. All critical information from appendices should be summarized in the technical proposal.

Printed Copies of the Technical Proposal shall be submitted in three-ring binders, tabbed and page-numbered. The electronic copy of the proposal must be compatible to MS Word. **An original and five (5) copies of the Technical are required.**

3. Your proposal should contain the following information, at a minimum:
  - Proposal to include all associated costs, i.e., direct labor loaded rates, including wage, overhead, general administrative expenses and profit.
  - List at least 5 references.
  - Summary of experience, not to exceed three (3) pages.
4. Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section M.
5. Offerors are to present detailed information only when required by specific RFP instructions.

## **L.2 THE TECHNICAL PROPOSAL**

### **THE TECHNICAL PROPOSAL SHALL INCLUDE THE FOLLOWING:**

#### **1. CAPABILITY OF THE OFFEROR**

The offerors shall demonstrate its capability as follows:

USAID will assess (evaluate) the capability of each offeror on the basis of (a) its organizational experience, (b) its organizational past performance, and (c) its demonstrated ability to comply with instructions. USAID will use its assessment of capability as a basis for comparing offerors to determine best value.

**Organizational Experience.** Experience is the opportunity to learn by doing. USAID will evaluate each offeror's experience on the basis of its breadth, depth and relevance to the work that will be required under the prospective contract. Organizations that do not have past organization experience will receive a "neutral" rating.

**Organizational Past Performance.** Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with laws and regulations. USAID will contact some of the offeror's customers to ask whether or not they believe (1) that the offeror was capable, efficient, and effective; (2) that the offeror's performance conformed to the terms and conditions of its contract; (3) that the offeror was reasonable and cooperative during performance; (4) that the offeror was committed to customer satisfaction. In evaluating past performance, USAID will contact some of the references provided by the offeror and other sources of information, including, but not limited to: other government agencies, better business bureaus, published media, and electronic data bases.

- a. Discuss the offeror's ability to provide technical and administrative support to include Webpage management, editing, and database management.
- b. Discuss the offeror's understanding of the Federal policy making process?

#### **2. KEY PERSONNEL AND STAFF**

The offeror shall demonstrate its technical stalling expertise and staffing as follows:

Selection of key personnel, with specific attention paid to the quality and experience, including but not limited to: academic, management and professional experience related to the project scope of work; quality of management and professional experience.

- a. One (1) Editor/Project Leader. The editor will be the senior person serving as the project leader. The editor should have at least seven years of relevant work experience. Experience may include a full 4-year course of study in an accredited college or

university leading to a bachelor's degree in one of the liberal arts or sciences disciplines and four years of experience in creating, editing and finalizing policy documents, development of newsletters, charts, tables, training materials and templates, researching multiple sources to obtain and interpret federal regulation; analyze a variety of documents and electronic systems to determine best methods for the development and storage of data files; and supervising personnel. The project leader must have knowledge of government editorial standards according to the Government Printing Office Style Manual.

b. Two (2) Directives Coordinator. Experience should include a full 4-year course of study in an accredited college or university leading to a bachelor's degree in one of the liberal arts or sciences disciplines, or three years experience in administrative work that involves the review and research of policy, federal regulations, reports and standards. Should have the ability to interpret complex regulatory data and convert into a plain language writing style; conduct and facilitate training, briefings, conferences or meeting; collaborate with officials in the development of new regulations; have a working knowledge of word processing applications, software.

c. Two (2) Information and Systems Support Specialist. Experience should include at least two years of progressively responsible experience in word processing and data entry. Experience in effectively being the webmaster of a complex organization; loading data from source documents into databases, and software conversion applications, is highly desirable.

If a replacement is required, the COTR will advise the Contractor in writing.

#### Removal and Replacement of Contractor Employees

Procedures for the removal and replacement of Contractor employees must be outlined in the Performance Plan to the fullest extent possible. For example: If USAID cannot utilize the Contractor employee because of changing USG needs and/or USAID is not satisfied with the Contractor's employee performance, the COTR will provide a written request to the Contractor for the removal of the Contractor employee and a determination of whether to continue, revise or terminate the position description and/ grade-level range. Upon receipt of such a written request, the Contractor shall remove the Contractor employee from the USAID assignment. If a replacement is required, the COTR will advise the Contractor in writing.

### **3. PAST PERFORMANCE INFORMATION**

The Offeror must provide past performance references for itself and each major subcontractor. Major subcontractors are defined as those performing at least 20% of the work (LOE). USAID prefers offerors to provide past performance information that has been reported and evaluated in either the National Institute for Health (NIH) or Past Performance Information Retrieval System (DOD) database. This past performance information must be submitted in accordance with the following:

(i) For the offeror and each major subcontractor list five to six (5-6) most recent and relevant contracts for efforts similar to this requirement. To ensure uniformity of information for conducting the reference checks, the offeror/subcontractor shall complete Part 1 (Blocks 1 through 9) of the Contractor's Performance Report-Short Form for most recent 5 - 6 contracts and/or subcontracts. The name and telephone number for all contacts are required. It is recommended that the offeror/subcontractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the technical proposal.

(ii) If the offeror/subcontractor encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Space is provided in Block 6 of the Short Form for this. Offerors/subcontractors shall not provide general information on their performance.

(iii) Offerors/subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

(iv) USAID may use past performance information obtained from other than the sources identified by the offeror/subcontractor. USAID shall determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and best value decision.

a. Provide past performance references to experience with writing policy and the clearance process.

### **L. 3 THE COST/BUSINESS LABOR HOUR PROPOSAL (LH)**

#### **THE COST/BUSINESS LABOR HOUR PROPOSAL (LH) SHALL INCLUDE THE FOLLOWING:**

All schedules necessary to support and explain proposed costs with breakdowns on direct labor, fringe benefits, supplies and equipment, travel and per diem amounts, other direct costs, and indirect costs. Personnel costs, allowances and benefits, and any other costs associated with personnel. Indirect costs supported with a Negotiated Indirect Cost Rate Agreement (NICRA) from the cognizant agency, if available. Travel and transportation costs, including airfares (destinations and number of trips), per diems amounts, taxis, and car rentals. International travel should be identified separately and broken down by destination, number of trips, and number of travelers. Other direct costs such as rent, equipment, supplies, domestic, and international communications. Indirect costs supported with a NICRA from the cognizant agency, if available.

Each offeror shall provide a detailed LH budget based on their technical proposal and the information contained below. Supporting information must be provided in sufficient

detail to allow a complete analysis of each line item cost. This is to include a labor hour rate for each labor category. Each offeror should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the hourly rates proposed are reasonable. **The offeror should prepare their cost proposal using the information provided below in the format presented below, by year, for a total of three years.**

**Illustrative Budget Format**

Base Year  
Aug 1, 2009 - Jul 31, 2010

| <b>CLIN</b> | <b>Labor Categories</b>                                  | <b>Direct Labor<br/>Loaded Rates</b> | <b>Hours</b> | <b>Cost</b> |
|-------------|--|--------------------------------------|--------------|-------------|
| 0001        | Editor/ Project Leader                                   | \$                                   | 2080**       |             |
| 0002        | Directives Coordinator                                   | \$                                   | 2080**       |             |
| 0003        | Directives Coordinator<br>Information and System Support | \$                                   | 2080**       |             |
| 0004        | Specialist<br>Information and System Support             | \$                                   | 2080**       |             |
| 0005        | Specialist   | \$                                   | 2080**       |             |
|             | <b>Total Cost</b>  |                                      |              | \$          |

Option Year 1  
Aug 1, 2010 - Jul 31, 2011

| <b>CLIN</b> | <b>Labor Categories</b>                                  | <b>Direct Labor<br/>Loaded Rates</b> | <b>Hours</b> | <b>Cost</b> |
|-------------|--|--------------------------------------|--------------|-------------|
| 1001        | Editor/ Project Leader                                   | \$                                   | 2080**       |             |
| 1002        | Directives Coordinator                                   | \$                                   | 2080**       |             |
| 1003        | Directives Coordinator<br>Information and System Support | \$                                   | 2080**       |             |
| 1004        | Specialist<br>Information and System Support             | \$                                   | 2080**       |             |
| 1005        | Specialist   | \$                                   | 2080**       |             |
|             | <b>Total Cost</b>  |                                      |              | \$          |

Option Year 2  
Aug 1, 2011 - Jul 31, 2012

| <b>CLIN</b> | <b>Labor Categories</b>                                  | <b>Direct Labor<br/>Loaded Rates</b> | <b>Hours</b> | <b>Cost</b> |
|-------------|--|--------------------------------------|--------------|-------------|
| 2001        | Editor/ Project Leader                                   | \$                                   | 2080**       |             |
| 2002        | Directives Coordinator                                   | \$                                   | 2080**       |             |
| 2003        | Directives Coordinator<br>Information and System Support | \$                                   | 2080**       |             |
| 2004        | Specialist<br>Information and System Support             | \$                                   | 2080**       |             |
| 2005        | Specialist   | \$                                   | 2080**       |             |
|             | <b>Total Cost</b>  |                                      |              | \$          |

Option Year 3  
 Aug 1, 2012 - Jul 31, 2013

| CLIN              | Labor Categories                             | Direct Labor |        | Cost |
|-------------------|--|--------------|--------|------|
|                   |  | Loaded Rates | Hours  |      |
| 3001              | Editor/ Project Leader                       | \$           | 2080** |      |
| 3002              | Directives Coordinator                       | \$           | 2080** |      |
| 3003              | Directives Coordinator                       | \$           | 2080** |      |
| 3004              | Information and System Support<br>Specialist | \$           | 2080** |      |
| 3005              | Information and System Support<br>Specialist | \$           | 2080** |      |
| <b>Total Cost</b> |  |              |        | \$   |

Option Year 4  
 Aug 1, 2013 - Jul 31, 2014

| CLIN              | Labor Categories                             | Direct Labor |        | Cost |
|-------------------|--|--------------|--------|------|
|                   |  | Loaded Rates | Hours  |      |
| 4001              | Editor/ Project Leader                       | \$           | 2080** |      |
| 4002              | Directives Coordinator                       | \$           | 2080** |      |
| 4003              | Directives Coordinator                       | \$           | 2080** |      |
| 4004              | Information and System Support<br>Specialist | \$           | 2080** |      |
| 4005              | Information and System Support<br>Specialist | \$           | 2080** |      |
| <b>Total Cost</b> |  |              |        | \$   |

**Total Contract Cost** \$

**Note:** \*\* Maximum Hours

The following is the minimum information needed in the budget narrative.

1. Hourly Wages – Fully loaded hourly rates should be proposed in accordance with the offeror's personnel policies. Biographical Data Sheets are required for each key person being proposed. Forms may be obtained at the following website:  
[http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/) .
2. Indirect Cost Information
  - (a) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

- (b) If the Offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

**L.4 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.  
(APR 2008)**

(a) 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 number or "DUNS+4" 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, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

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

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States;  
or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

**L.5 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE. (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

**L.6 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 designate the official or location where a protest may be served on the Contracting Officer.*]

(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.7 CLAUSES**

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)**

**52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER. (MAY 1999)**

## **SECTION M - Evaluation Factors for Award**

### **M.1 EVALUATION CRITERIA**

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

(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 evaluated 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.

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

### **M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

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

(b) **Award:** In accordance with FAR 52.215-1(f), the Government intends to award 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 subfactors as set forth in this solicitation.

### **M.3 TECHNICAL Evaluation Criteria**

The following three general factors, which are further described below, provide an illustrative scale of the importance of each factor in the technical evaluation:

|                                   |            |
|-----------------------------------|------------|
| 1. Capability of the Offeror      | 35 points  |
| 2. Key Personnel and Staff        | 35%        |
| 3. Institutional Past Performance | <u>30%</u> |
| Total                             | 100%       |

#### **1. CAPABILITY OF THE OFFEROR (35 POINTS)**

USAID will evaluate the offerors demonstrated experience in understanding and implementing the statement of work, including:

- a. The offeror's ability to provide technical and administrative support to include Webpage management, editing, and database management. (18 points)
- b. The offeror's understanding of the Federal policy making process? (17 points)

#### **2. KEY PERSONNEL AND STAFF (35 POINTS)**

Selection of key personnel, with specific attention paid to the quality and experience, including but not limited to: academic, management and professional experience related to the project scope of work; quality of management and professional experience.

- a. One (1) Editor/Project Leader – provide resume. (13 points)
- b. Two (2) Directives Coordinator - provide resumes. (12 points)
- c. Two (2) Information and Systems Support Specialist - provide resumes. (10 points)

#### **3. PAST PERFORMANCE INFORMATION (30 POINTS)**

This evaluation factor is comprised of sub-factors which are as follows:

- Financial capability.
- Soundness of management practices, including program monitoring and data gathering and analysis.
- Technical expertise, relevant qualifications, and successful track record in implementing similar activities to those outlined in the SOW.

The Offeror must provide past performance references for itself and each major

subcontractor. Major subcontractors are defined as those performing at least 20% of the work (LOE). This past performance information must be submitted in accordance with the following:

For the offeror and each major subcontractor list five to six (5-6) most recent and relevant contracts for efforts similar to this requirement. To ensure uniformity of information for conducting the reference checks, the offeror/subcontractor shall complete Part 1 (Blocks 1 through 9) of the Contractor's Performance Report-Short Form for most recent 5 - 6 contracts and/or subcontracts. The name and telephone number for all contacts are required. It is recommended that the offeror/subcontractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the technical proposal.

- a. Provide past performance references to experience with writing policy and the clearance process. (30 points)

#### M.4 COST/BUSINESS CRITERIA

##### Cost Evaluation

The overall standard for judging cost will be whether the cost proposal presents the best value for the cost.

The cost proposal will be judged on: (i) whether it is realistic and consistent with the technical proposal; (ii) overall cost control (avoidance of excessive salaries, hourly rates, and other costs in excess of reasonable requirements.

Each offeror shall provide a detailed LH budget based on their technical proposal and the information contained below. Supporting information must be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a labor hour rate for each labor category. Each offeror should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the hourly rates proposed are reasonable. **The offeror should prepare their cost proposal using the information provided below in the format presented below, by year, for a total of three years.**

#### Illustrative Budget Format

Base Year  
Aug 1, 2009 - Jul 31, 2010

| CLIN | Labor Categories       | Direct Labor |            |
|------|------------------------|--------------|------------|
|      |                        | Loaded Rates | Hours Cost |
| 0001 | Editor/ Project Leader | \$           | 2080**     |
| 0002 | Directives Coordinator | \$           | 2080**     |
| 0003 | Directives Coordinator | \$           | 2080**     |

|                   |  |    |        |    |
|-------------------|--|----|--------|----|
| 0004              | Information and System Support<br>Specialist | \$ | 2080** |    |
| 0005              | Information and System Support<br>Specialist | \$ | 2080** |    |
| <b>Total Cost</b> |  |    |        | \$ |

Option Year 1

Aug 1, 2010 - Jul 31, 2011

| <b>CLIN</b>       | <b>Labor Categories</b>                      | <b>Direct Labor<br/>Loaded Rates</b> | <b>Hours</b> | <b>Cost</b> |
|-------------------|--|--------------------------------------|--------------|-------------|
| 1001              | Editor/ Project Leader                       | \$                                   | 2080**       |             |
| 1002              | Directives Coordinator                       | \$                                   | 2080**       |             |
| 1003              | Directives Coordinator                       | \$                                   | 2080**       |             |
| 1004              | Information and System Support<br>Specialist | \$                                   | 2080**       |             |
| 1005              | Information and System Support<br>Specialist | \$                                   | 2080**       |             |
| <b>Total Cost</b> |  |                                      |              | \$          |

Option Year 2

Aug 1, 2011 - Jul 31, 2012

| <b>CLIN</b>       | <b>Labor Categories</b>                      | <b>Direct Labor<br/>Loaded Rates</b> | <b>Hours</b> | <b>Cost</b> |
|-------------------|--|--------------------------------------|--------------|-------------|
| 2001              | Editor/ Project Leader                       | \$                                   | 2080**       |             |
| 2002              | Directives Coordinator                       | \$                                   | 2080**       |             |
| 2003              | Directives Coordinator                       | \$                                   | 2080**       |             |
| 2004              | Information and System Support<br>Specialist | \$                                   | 2080**       |             |
| 2005              | Information and System Support<br>Specialist | \$                                   | 2080**       |             |
| <b>Total Cost</b> |  |                                      |              | \$          |

Option Year 3

Aug 1, 2012 - Jul 31, 2013

| <b>CLIN</b>       | <b>Labor Categories</b>                      | <b>Direct Labor<br/>Loaded Rates</b> | <b>Hours</b> | <b>Cost</b> |
|-------------------|--|--------------------------------------|--------------|-------------|
| 3001              | Editor/ Project Leader                       | \$                                   | 2080**       |             |
| 3002              | Directives Coordinator                       | \$                                   | 2080**       |             |
| 3003              | Directives Coordinator                       | \$                                   | 2080**       |             |
| 3004              | Information and System Support<br>Specialist | \$                                   | 2080**       |             |
| 3005              | Information and System Support<br>Specialist | \$                                   | 2080**       |             |
| <b>Total Cost</b> |  |                                      |              | \$          |

Option Year 4

Aug 1, 2013 - Jul 31, 2014

**Direct Labor**

| <b>CLIN</b>                | <b>Labor Categories</b>        | <b>Loaded Rates</b> | <b>Hours</b> | <b>Cost</b> |
|----------------------------|--------------------------------|---------------------|--------------|-------------|
| 4001                       | Editor/ Project Leader         | \$                  | 2080**       |             |
| 4002                       | Directives Coordinator         | \$                  | 2080**       |             |
| 4003                       | Directives Coordinator         | \$                  | 2080**       |             |
|                            | Information and System Support |                     |              |             |
| 4004                       | Specialist                     | \$                  | 2080**       |             |
|                            | Information and System Support |                     |              |             |
| 4005                       | Specialist                     | \$                  | 2080**       |             |
| <b>Total Cost</b>          |                                |                     |              | \$          |
| <b>Total Contract Cost</b> |                                |                     |              | \$          |

**Note:** \*\* Maximum Hours

The following is the minimum information needed in the budget narrative.

3. Hourly Wages – Fully loaded hourly rates should be proposed in accordance with the offeror's personnel policies. Biographical Data Sheets are required for each key person being proposed. Forms may be obtained at the following website: [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/).
4. Indirect Cost Information
  - (a) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
  - (b) If the Offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

## **M.5 BEST VALUE**

The selection will consist of a Best Value sources selection process based on experience, past performance, and price. Under this best value source selection, non-price evaluation

factors, when combined are significantly more important than price. USAID will consider an offeror's experience to be equal to past performance. USAID will evaluate each offeror on its past performance and experience. However, USAID will not select an offeror on the basis of superior past performance and experience with consideration of the amount of the price. In order to select the winning proposal, USAID will rank each offeror by making a series of paired comparisons between them, trading off the marginal differences in capability and the price. The selection authority will decide whether the marginal difference in capability is worth the marginal difference *in price*.