



USAID
FROM THE AMERICAN PEOPLE

Date issued: February 20, 2009
Closing Date: April 10, 2009
Closing Time: 3:00 PM (Budapest Time)

SUBJECT: Request for Proposal (RFP) No. 168-09-008
Justice Sector Development Project II (JSDP II)

Dear Sir/Madam:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations interested in providing the services to implement the Justice Sector Development Project II (JSDP II) as described in the attached solicitation.

This is a full and open competition, under which any type of U.S. organization (large or small commercial [for profit] firms, educational institutions, and non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply.

USAID plans to award a three-year base period with an option for an additional two years period cost-plus-fixed fee, level of effort contract. The three-year base period is estimated between the range of US \$4.5 million to \$4.8 million and the two years option period is estimated between the range of US \$3 million - \$3.2 million. The total estimated cost of the base and option period is ranging between US \$7.5 million -U.S. \$8 million, inclusive of fee, and subject to availability of funds.

Revealing the total estimated cost for the contract does not mean that offerors should necessarily strive to meet the maximum amount. The offeror must propose costs that it believes are realistic and reasonable for the work. Cost proposal will be evaluated as part of a Best Value determination for contract award, including cost effective approaches to achieve the results.

USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as the prime contractor or as subcontractors in accordance with Part 19 of the FAR.

Any amendments to this solicitation will be issued and posted on the website along with the RFP. Offerors are encouraged to check the FedBizOpps website (<http://FedBizOpps.gov>) periodically.

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

It is the responsibility of the recipient of this solicitation document to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Submission:

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP at the designated place and time indicated in Block 9 of the RFP cover page (Standard Form 33). Please note that the designated office or Government installation for receipt of proposals is not the USAID/Washington mailroom or any other office or facility of the U.S. Department of State in Washington, D.C. Any proposal not received in the designated office listed below by the closing date and time will be handled in accordance with FAR 52.215-1. Proposals, and modifications thereto, shall be submitted in sealed envelopes with the name and address of the offeror and the RFP number inscribed thereon to:

DESIGNATED OFFICE:

U.S. Agency for International Development
Regional Contracting Office
Bank Center, Granite Tower, 4th Floor
Szabadsag ter 7-9
1944 Budapest, Hungary
Telefax: (011)(36-1) 475-4988
Telephone: (011)(36-1) 475-4698

Attn: Mr. Ashraf Soos

Proposals may be sent by international air courier or delivered by hand to the above address.

Please be advised that in the past some firms have experienced delays with international air courier services. Because the provision at FAR 52.215-1 does not cover such delays, proposals received after the closing date and time will be processed as late. Also, if you utilize the services of an independent agent in Budapest to deliver your proposal, please be certain that he/she understands additional time may be needed to allow for security review of any packages and that the closing date and time are firm. Fax, telegraphic or electronic proposals will not be accepted.

Please note that the Department of State address for US mail is via diplomatic pouch and may take up to three weeks for delivery to the RSC/RCO in Budapest, Hungary. USAID and the State Department accept no liability for late delivery, or non-delivery, attributable to the diplomatic pouch. Offerors should plan accordingly and are advised not to send their proposal via diplomatic pouch.

Please pay careful attention to, and complete in full, RFP Section K - Representations, Certifications and Acknowledgements. Offerors are now expected to comply with FAR CLAUSE 52.204-7, Central Contractor Registration and complete the annual representations and certifications electronically via the Online Representations and Certifications Applications website at <http://ocra.bpn.gov>.

Offerors should carefully consider Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become the contract with blanks completed by the Contracting Officer. The proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects only while the Business (Cost) Proposal shall present the costs and address related issues such as responsibility. Offerors shall submit an original and five (5) copies of their Technical Proposal in a sealed envelope which is clearly marked as being in response to this RFP. Offerors shall submit an original and two (2) copy of their Business Proposal separately in a sealed envelope indicating that it is in response to this RFP and contains cost information. Proposals must be signed by an official who is authorized to bind the organization.

Facsimile and electronic submissions of proposals are not authorized for this procurement and will not be accepted.

Questions

Potential offerors may submit questions in writing, either by fax or email (Email preferred) to Mr .Ashraf Soos, at the USAID Regional Services Center, Regional Contracting Office, at asoos@usaid.gov or via fax (36)(1) 475-4988 or 475-4991. **The deadline for receipt of questions and/or requests for clarifications 17:00 hours local Budapest time, March 10, 2009. No questions will be accepted after this date.** Oral instructions or explanations given before the award of the contract resulting from this solicitation shall not be binding. Please do not contact USAID/Bosnia directly, since all communications pertaining to this RFP must be through the RCO/Budapest.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Thank you for your interest in USAID programs.

Sincerely,
Clement J. Bucher
Regional Contracting Officer
USAID/RSC/RCO – Budapest

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 1	PAGES 65
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 168-09-008	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED February 20, 2009	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY AID/RSC Regional Contracting Office Unit 5270 Box 190 DPO, AE 09731-0190		CODE	8. ADDRESS OFFER TO (If other than Item 7) Regional Contracting Office USAID Regional Services Center Bank Center, Granite Tower, 4th floor Szabadsag Ter 7-9, Budapest, 1054 Hungary		

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

SOLICITATION

9. Sealed offers in original and _____ SEE SECTION L _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 8 until **3:00 P.M.** local time **April 10, 2009**
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Ashraf Soos	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 36-1	NUMBER 475	EXT. 4698

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Clement J. Bucher		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide technical assistance as described in detail in Section C, Statement of Work.

B.2 CONTRACT TYPE

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

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is TBD. The fixed fee, if any, is TBD. The estimated cost plus fixed fee, if any, is TBD.

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

(c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 PRICE SCHEDULE

	Base	Option	Total
	Period	Period	
	(36 months)	(24 months)	

Total Estimated Cost

Fixed Fee

Total Estimated Cost plus fixed Fee

B.5 INDIRECT COSTS (DEC 1997)

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

Description	Rate	Base	Type	Period
	1/	1/	1/	

1/Base of Application:

Type of Rate:

Period:

B.6 CEILING ON INDIRECT COSTS

(1) Reimbursement for allowable indirect costs shall be at final negotiated rates but not in excess of the following ceiling rates:

Description	Rate	Base	Type	Period
	1/	1/	1/	

1/Base of Application:

Type of Rate:

Period:

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

B.7 COST REIMBURSABLE

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

In addition, the requirement and conditions concerning estimated cost and funding apply as detailed in:

FAR 52.230-20, Limitation of Cost (applies while the contract is fully funded); and

FAR 52.232-22, Limitation of Funds (applies while the contract is funded in an amount less than the ceiling price)

END of Section B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 PURPOSE

The main objective of the JSDP II is to build effective and credible justice system institutions that enable BiH accession into the European Union by strengthening the independence, accountability and effectiveness of the judiciary, supporting a better coordinated and unified justice system, and bolstering public confidence in the rule of law.

C.2 DEVELOPMENT CHALLENGE

A critical ingredient in the development of a peaceful and stable Bosnia-Herzegovina is the establishment of the rule of law through credible, effective and independent justice sector institutions capable of upholding the law and protecting the rights of all citizens. Strong justice institutions, especially at the State level, are crucial for the development of an effective state. As BiH strives to move closer to EU accession, a stronger justice system will be necessary to harmonize the legal framework with EU standards, and to enforce those standards at all levels of society. More effective courts and prosecutors that can resist political pressure are especially needed to overcome the ongoing challenge of combating organized crime, and achieving justice for war crimes. A more efficient justice system will also underpin economic growth, by ensuring that citizens and businesses have a credible recourse to enforce contracts and resolve disputes. Greater citizen confidence that their justice system can protect the rights of all citizens and hold individuals accountable for crime and abuse is also a necessary foundation for national reconciliation and the development of a culture of tolerance.

Despite considerable progress, the justice system in BiH is still too weak and divided to adequately address these challenges. The Dayton Peace Accords which ended the war in Bosnia in 1995 put in place a complex system of divided and decentralized governmental structures that include two entities, the Federation of Bosnia and Herzegovina and the Republika Srpska, as well as the Brcko District. A state constitution was adopted as part of the Dayton Accords, and each Entity created its own constitution. The constitution of the Federation further divided the Entity into ten cantons, each of which has broad governing powers and institutions of their own, including individual Ministries of Justice and court systems. Separate criminal codes and codes of criminal procedure were created in each Entity, as well as in the Brcko District. The sum of this complex structure therefore includes four parallel and separate jurisdictions at the State, Republika Srpska, Federation and Brcko levels; ten subsidiary cantonal jurisdictions, each with its own set of institutions and budgets; directives issued by fourteen Ministries of Justice; and four court systems and codes of criminal law and procedure. This fragmented and weak legal system has resulted in inconsistent applications of the law, high rates of reversal in major criminal cases, and widely varying performance among courts and prosecutors throughout the country.

Over the last five years, significant steps have been taken to overcome this fragmentation by strengthening state institutions and promoting the rule of law. A High Judicial and Prosecutorial Council (HJPC) was created in 2004 and charged with regulating the judiciary, including the appointment and discipline of judges and prosecutors, as well as the administration of the courts. A new Ministry of Justice was established at the State level, and the State Court, with an international registry as well as international judges and prosecutors, was vested with increased authority to prosecute complex and high-level crimes. New laws were adopted reforming the procedures for criminal, civil and administrative matters throughout BiH. International assistance has provided extensive training, technical assistance and budgetary support to build these new institutions and improve the performance of judges and prosecutors. All of these steps have contributed to the emergence of a more centralized and coherent legal authority that can eventually underpin a consistent rule of law throughout the country.

USAID has played a central role in these achievements. Through the Justice Sector Development Program (JSDP), USAID helped create HJPC and the State MOJ from scratch, helping to endow these new institutions with core organizational structures and developing their capacity to fulfil their roles established by law. The JSDP helped the HJPC to develop institutional capacity in the areas of policy making; planning and management; codes of ethics for judges

and prosecutors; judicial performance standards; long-term strategic plans; statistics collection; and budgeting processes. JSDP also helped HJPC in preparing and adopting legislation regarding court fees; strengthening the Office of Disciplinary Counsel (ODC); and creating a Public Relations Office. JSDP assistance has helped establish and organize the State MOJ as it grew from an office of a few individuals to a ministry with over two hundred employees. The JSDP has strengthened internal capacities of the State MOJ by enhancing legislative drafting skills; facilitating stakeholder consultations; providing training in human resource and financial management; improving public relations; introducing automated office operations; and assisting the MOJ to perform its statutory functions more effectively. The JSDP has also sought to promote greater judicial independence and accountability through behind the scenes support to policy making and reform initiatives.

Perhaps the most visible success of the JSDP has been the Model Courts Initiative. This initiative has worked with 32 of BiH's 65 courts to introduce modern records management strategies; improve court management and administration; increase public access and information systems; reduce case backlog; introduce budget planning procedures; and renovate selected courts. Standards developed through the Model Courts Initiative have been officially adopted by the HJPC and will be rolled out to all remaining courts in BiH, ensuring the sustainability of this activity. The initiative has improved the overall atmosphere of professionalism in the courts, resulting in improved staff motivation and stronger public confidence in the judicial system.

Despite these considerable successes, a number of challenges remain for the BiH justice sector and its still fledgling state-level institutions. The fragmented legal system characterized by multiple codes of law and procedure has contributed to continued inconsistent application of the law. While new codes of criminal, civil and administrative law and procedure have helped raise the system to a common standard, without a State Supreme Court, there is no authoritative body that can resolve legal conflicts as they emerge. The lack of clear lines of authority or division of responsibilities between the State Ministry of Justice and those at the entity and canton levels, as well as between the MOJs and the HJPC, create numerous opportunities for executive interference. The absence of a unified budget has left many courts drastically under-funded and dependent on local politicians for basic resources, creating further opportunities for political pressure. These challenges also affect the efficiency of the courts, as the inability to overcome legal and procedural obstacles or to secure adequate resources or personnel for court operations continues to fuel excessive case delay and inconsistent outcomes, further undermining public confidence in the justice system.

Progress in addressing these challenges, largely achieved by centralizing greater authority in the HJPC and the State Court, has resulted in visible improvements in the management, efficiency and credibility of courts throughout the country. However this progress has also fuelled increasingly overt challenges by politicians who prefer a subservient judiciary. Many of the core reforms that are needed, such as the creation of a Supreme Court, unification of the judicial budget, increasing the authority in the State Ministry of Justice, and constitutional protection of the HJPC, would require legal or constitutional changes. Enshrining greater protection within the BiH Constitution for the independence and authority of state-level justice institutions is critical to ensure that the judiciary becomes a more independent and effective institution that can keep crime and abuse in check.

Even in the absence of constitutional reforms, however, there is considerable space to enable the still fledgling state-level justice institutions to exert their existing authorities, protect the integrity of the judicial process, and advocate for greater independence. Many of the current functions of the HJPC, such as overseeing the budgets of courts and prosecutors, managing the selection and promotion of judges and prosecutors, and maintaining and enforcing performance and training standards, are not yet fully developed. Significant improvements have been made in court administration, but additional assistance is needed to implement new time standards and other targeted measures to reduce high case backlog, particularly for utility cases. The management and oversight of prosecutors has largely been neglected by assistance efforts, leaving critical gaps in the functioning of the justice system. Greater capacity in these areas would lead to more effective court operations and enhance judges' and prosecutors' abilities to withstand political pressure, even in the absence of constitutional or legal changes.

The next phase of assistance must, therefore, deepen the technical capacity of the HJPC to manage these complex responsibilities on its own. In addition, greater policy-making capacity and targeted support to reform-oriented leaders would help position the HJPC to advocate for greater independence through constitutional, legal and policy changes when the opportunities arise, and to exercise its authority and independence more fully in the meantime. Especially as the

international presence diminishes over the next few years, it will be critical to shore up the technical and policy-making capacities of the HJPC so that it can achieve and maintain greater independence and effectiveness over the long-term.

Addressing these challenges is also critical for BiH to continue moving toward EU accession. Since a Stabilization and Association Agreement (SAA) between BiH and the EU was signed in June of 2008, BiH is officially on track to join the EU. However, continued progress is conditioned on improvements in satisfying the Copenhagen political criteria, which include achieving status as a stable democracy, guaranteeing respect for the rule of law and human rights, and adopting the common rules, standard and policies that make up the body of EU law. Enshrining constitutional protection for judicial independence and basic human rights, shoring up state-level institutions, and harmonizing state, entity and canton laws with EU standards will be necessary to continue on the road toward EU accession.

BiH achieved a major milestone toward EU accession in adopting the Justice Sector Reform Strategy (JSRS). Developed with intensive donor assistance to the State MOJ, the JSRS is a blueprint for specific reforms that would strengthen the justice sector and help it address many of the conditions for EU accession. The JSRS includes five pillars, each with a number of specific actions to be completed: 1) Judicial System, 2) Execution of Criminal Sanctions, 3) Access to Justice, 4) Support to Economic Growth, and 5) Coordinated, Well Managed and Accountable Sector. The State MOJ is now expected to serve as the coordinator for the implementation of the JSRS and as the primary interlocutor for meeting EU requirements in the justice sector. Yet this weak institution still lacks sufficient capacity to coordinate the numerous state, entity and canton justice institutions or to harmonize the fragmented legal framework. The absence of clear roles or lines of authority among these institutions threatens to undermine efforts by the State MOJ to move toward EU accession. Based on USAID's strong track record in this sector, the State MOJ has requested USAID assistance to coordinate among these numerous actors as a means to implement the JSRS and fulfill EU accession requirements. Such support would also support judicial independence by clarifying institutional roles and minimizing executive interference, while ensuring continued progress on key reforms. Through the JSDP program, USAID has begun to provide support in the areas where it has been actively engaged; however continued support will be needed after JSDP ends.

In the next phase of rule of law assistance, USAID must balance assistance to these institutions with a concerted effort to build capacity within BiH society to advance the rule of law. Although international involvement remains critical, the crucial constitutional, legal and policy changes will not be achieved without strong domestic advocacy and oversight by capable civil society organizations. Significant progress has been achieved in civil society development in BiH, with a number of organizations now playing an active role in monitoring the executive and legislative branches and advocating for improved performance. However, capacity to monitor the operations of the justice sector or advocate for concrete policy reforms in this sector remains weak. Problems in this sector, while often highlighted publicly, are rarely translated into concrete policy proposals and campaigns for their adoption. Strengthening the rule of law also requires awareness among citizens of their rights and responsibilities, citizen participation in upholding the law, and public engagement in the reform process in urging justice sector institutions to perform effectively. Supporting the involvement of citizens will be crucial to achieving sustainable improvements in the justice sector.

C.3 OBJECTIVES AND EXPECTED RESULTS

The overarching goal of the JSDP II project is to build effective and credible justice system institutions in BiH by strengthening the independence, accountability and effectiveness of the judiciary, supporting a better coordinated and unified justice system, and bolstering public confidence in the rule of law.

This program will contribute to the Foreign Assistance Framework Program Area 2.1. Rule of Law and Human Rights and Program Area Elements 2.1.2. Judicial Independence and 2.1.3. Justice System by strengthening state-level justice institutions and building their capacity to manage the operations of courts and prosecutors throughout BiH with less international involvement and by supporting civil society advocacy and oversight of these institutions and increasing citizen understanding of the justice system. By supporting the implementation of the Justice Sector Reform Strategy, this program will help BiH meet its requirements for EU accession. A more effective, independent and accountable justice system that can uphold the law, protect the rights of all of its citizens, and hold both powerful and common individuals accountable for crime and human rights abuses will create a sustainable foundation for a society that increasingly values tolerance and respects diversity.

More specifically, the program will be structured toward achieving the following results under each of the three components:

- 1) **Strengthened independence, accountability and effectiveness of the judiciary**
 - a) Appointment and selection of judges and prosecutors based on transparent, merit-based and performance-based standards that include measures of efficiency, quality and training levels will secure greater efficiency and accountability.
 - b) Improved management and administrative standards for courts and prosecutors' offices will lead to more efficient, timely, and quality judgments and prosecutions.
 - c) More unified and adequate budgets based on need will reduce opportunities for pressure and manipulation.
 - d) Legal reform proposals to include elements that protect judicial independence.
- 2) **A better coordinated and more unified justice system ready for EU accession**
 - a) Enhanced capacity in the State Ministry of Justice will lead to improved coordination among justice sector institutions, effective implementation of the Justice Sector Reform Strategy, and harmonization of state, entity and canton laws.
- 3) **Enhanced public confidence in the rule of law**
 - a) BiH NGO(s) will have the necessary technical and organizational capacity to conduct ongoing oversight, analysis and advocacy of justice sector operations and reform processes.
 - b) Work of the judiciary will be more transparent as a result of civil society advocacy and oversight of justice sector and rule of law issues

Indicators

The following indicators reflect the minimum level of results expected.

- 1) ***Strengthen the independence, accountability and effectiveness of the judiciary***
 - a) Appointment and selection of judges and prosecutors will be based on transparent, merit-based and performance-based standards that include measures of efficiency, quality and training levels.
 - i. By year 3 HJPC adopts and implements country-wide performance standards for judges and prosecutors with improved efficiency, quality and training elements.
 - ii. By year 3 HJPC adopts and implements a career system that links appointment and promotion to performance standards.
 - iii. By year 3 all new judicial appointments and promotions are implemented according to merit and performance-based standards.
 - b) Improved management and administrative standards for courts and prosecutor's offices will lead to more efficient, timely, and quality judgments and prosecutions.
 - i. Average annual reduction of 25% in case time from filing to disposition.
 - ii. Annual increase of 25 % in cases resolved by a judge within period set by time standards.
 - iii. Annual decrease of 5% of cases returned to the lower instance courts for re-adjudication.
 - iv. All court and prosecutor's offices personnel trained in management practices by year 3.
 - v. HJPC adopts time standards for the prosecutors by end of year 2 and implements them by the end of the project.
 - vi. Increase of 5 % annually for years 3, 4 and 5 of new criminal cases resolved within the period set by time standards. .
 - c) More unified and adequate budgets based on actual need will reduce opportunities for pressure and manipulation.
 - i. Number of courts that submit needs-based budgets increasing annually with all 65 courts in compliance by year 5.
 - ii. Reduction in number of separate judicial budgets.
 - d) Legal reform proposals to include elements that protect judicial independence

- i. Legal reform proposals, as undertaken by the Bosnian institutions, include elements that strengthen judicial independence (y/n – assumes at least three reform proposal presented during the life of the project).
- ii. Documentation system established by State MoJ by the end of year 1 to track the progress of JSRS implementation.
- iii. Progress in implementation of JSRS as result of State MoJ coordination role measured by data from the documentation system.

2) Support a better coordinated and more unified justice system ready for EU accession

- a) Enhanced capacity in the State Ministry of Justice will lead to improved coordination among justice sector institutions, resulting in effective implementation of the Justice Sector Reform Strategy and harmonization of state, entity and canton laws
 - i. JSRS Implementation Plans adopted by Ministerial Conferences for pillars 1, 3 and 5 that include timelines and division of roles.

3) Bolster public confidence in the rule of law

- a) BiH NGO(s) will have the necessary technical capacity to conduct ongoing oversight, analysis and advocacy of justice sector operations and reform processes.
 - i. Effectiveness of assisted NGO(s) in justice sector reform and advocacy to reach at least the range of Mid-Transition (3-5) on the NGO Sustainability Index.
 - ii. As of year 2, at least two policy or legal changes proposed annually.
- b) Work of the judiciary will be transparent as result of civil society advocacy and oversight of justice sector and rule of law issues
 - i. Increased public understanding of rights and responsibilities and of justice sector reform issues (perception survey results).
 - ii. Increased public relations efforts result in greater transparency of the work of the judiciary.

C 4. PROPOSED INTERVENTIONS

The new program should build on prior achievements to promote credible justice sector institutions that operate effectively and uphold the rule of law – even in the face of political challenges and reduced international involvement. The program should achieve three primary objectives:

- 1) Strengthen the independence, accountability and effectiveness of the judiciary;**
- 2) Support a better coordinated and more unified justice system ready for EU accession;**
- 3) Bolster public confidence in the rule of law.**

These objectives directly support the BiH Government's Justice Sector Reform Strategy (JSRS), corresponding to three out of its five pillars, 1) Judicial System; 2) Coordinated, Well-Managed and Accountable Sector; and 3) Access to Justice. The program will target the State MOJ, the HJPC and civil society toward the achievement of these objectives. By assisting the State MOJ to coordinate among justice sector institutions, political actors and donors, the program will help the State MOJ implement the JSRS and meet EU accession requirements. Targeted support to the HJPC will enable it to implement the elements of the JSRS that are under its authority, thereby strengthening the effectiveness of the judiciary. Support to the HJPC and to civil society will enhance judicial independence and accountability, bolster public confidence and access to justice, and ensure sustainability of reforms. Assistance will primarily target these state-level institutions to shore up a unified legal authority that can resist political pressure. However, it will benefit the justice system and citizens throughout the country since these institutions manage and oversee all justice sector operations in BiH.

The program will focus on ensuring the long-term sustainability of reforms by bolstering the institutional capacity of these state institutions. Activities will include technical assistance to strengthen the core technical capacities of the HJPC and

State MOJ that will enable them to fulfill their oversight and management roles, and enhance the operations of courts and prosecutors throughout the country. Assistance will also focus on strengthening the policy-making role of these institutions, to increase their ability to successfully exert their authority and advocate for greater independence for the judiciary. Support to these institutions will be complemented by targeted technical assistance to civil society, to strengthen citizen oversight and sustain the momentum of reforms.

The main focus of JSDP II should be to provide technical assistance to the justice institutions and their operations. In that sense the future Contractor is expected to focus the majority of its efforts on these activities. The proposed civil society portion will complement these activities, and it is therefore expected to compose approximately 10%-15% of the overall efforts.

Below is an illustrative list of possible components of JSDP II. Offerors are expected to recommend to USAID a set of appropriate interventions for each of the three primary project areas indicated below. In addition, the Offerors are encouraged to recommend to USAID any demand-driven intervention aimed at generating rapid impact as well as other interventions beyond the once mentioned below as illustrative.

1) Strengthen the independence, accountability and effectiveness of the judiciary. The activities of this project are expected to build the capacity of the HJPC to promote the independence of the judiciary and enhance the credibility and responsiveness of individual courts and prosecutors. The new program should move beyond broad organizational development to strengthen key technical functions that are necessary for the HJPC to fulfil its responsibilities. Emphasis should be on increasing budgetary independence, raising performance standards for judges and prosecutors, and improving the efficiency and effectiveness of courts and prosecutors to reduce excessive case backlogs and improve public confidence. Technical assistance should be provided primarily to the HJPC, focusing on such key departments as the Budget and Statistics Department, the Selection and Promotion Department, and the Court Administration Department. The program should work with these departments to develop and implement standards and management practices, to implement them in courts and prosecutors' offices throughout the country, and to monitor performance according to these standards. Targeted assistance should also be provided to individual prosecutors' offices through a model prosecutors approach, replicating the successful model courts initiative. In addition to building technical capacity, the program should enhance the HJPC's policy-making role and provide targeted assistance to enable it to advocate for legal, constitutional, policy and budgetary changes that enhance its authority and independence, and reduce the high backlog of utility and other cases. The program should remain flexible enough to respond to requests for targeted assistance to support key reforms that advance these goals when the opportunities arise.

This component of the program should strengthen the judiciary in three primary areas:

- a) Independence*, particularly related to courts and prosecutors offices, and developing constitutional and legal proposals for greater independence. Assistance should enable the HJPC's Budget and Statistics Department to collect and analyze budget information, to work with individual courts to develop and advocate for needs-based budgets, retain fees collected in courts to fund their operations, and to work for unified budgets at the entity or state level. Also, assistance to the HJPC in developing and advocating for legal reform proposals that enhance legal and constitutional protections for the judiciary and strengthen its independence should be considered.
- b) Accountability*, by developing and implementing performance and training standards for judges and prosecutors that are tied to career advancement. Assistance should further help the HJPC implement these standards in courts and prosecutors' offices throughout the country, and to monitor their performance in meeting these standards. Activities could focus on merit-based selection and promotion procedures, evaluation procedures for judges and prosecutors based on transparent, performance-based standards, and/or career system for judges and prosecutors that links promotions and raises to successful performance.
- c) Effectiveness*, for courts and prosecutors by implementing EU-based standards for court administration focused on more efficient, user-friendly and timely resolution of cases. Focus should include establishing and implementing time standards that facilitate the reduction of case backlog. These standards should complement support by other donors to

clear case backlog, especially of utility cases, and improve courts' responsiveness. Legislative proposals that reduce the backlog of utility and other cases should be considered. A significant component of this assistance should be to focus more intensively on improving management practices for prosecutors, by replicating the model courts approach for the prosecutors' offices

2) Support a better coordinated and more unified justice system ready for EU accession. As the designated coordinator for JSRS implementation, the State Ministry of Justice will require assistance to set up effective coordination structures and to provide oversight and analysis of progress. The JSRS envisions MOJ taking the lead in coordinating the JSRS through inter-Ministerial Conferences of entity and canton MOJs. However the division of roles in implementing the strategy, especially between MoJ and HJPC, as well as priorities and timelines, are not yet defined. The State MOJ still lacks the capacity to formulate actionable plans or to mobilize resources to implement them. The program should strengthen the capacity of the State MOJ Sector for Strategic Planning, Aid Coordination and European Integration (SPACEI) to coordinate implementation of the JSRS. Support should focus on coordinating three of the five pillars of the JSRS, namely *Judicial System, Access to Justice, and Coordinated, Well-Managed and Accountable Sector*, and should be complemented by assistance under the other components of this program to implement the elements of the strategy. Improving coordination among justice institutions to implement the JSRS should further lead to a more constructive division of roles and authority, reduce executive interference, and facilitate harmonization of state, entity and canton laws with EU standards.

3. Bolster Public Confidence in the Rule of Law. This component should build partnerships with citizens and organizations aimed at advocating for stronger justice institutions and increasing public awareness and engagement in promoting the rule of law. The primary focus of assistance should be on building the technical capacity of one or more existing domestic organization to conduct oversight and advocacy on rule of law issues, including collecting and analyzing data on the justice system, monitoring court operations and judicial selection, and advocating for key reforms. Support should also enable civil society actors to raise public awareness on judicial processes, legal and policy reform issues, and citizen rights and responsibilities in upholding the rule of law. This project should utilize the skills of one or more existing local NGOs to advocate for stronger justice institutions and increase public awareness and engagement in promoting the rule of law. Activities under this component should include providing training, technical assistance and funding to one or more existing Bosnian NGOs to build capacity to monitor and analyze the functioning of the justice system and raise public awareness. Such NGO(s) would be expected to undertake the activities outlined above, with close guidance and oversight of the main Contractor. The Contractor is therefore expected to partner with one or more Bosnian organizations for the implementation of this component.

Grants under the contract for specific public awareness campaigns should be also considered.

During all implementation phases, the program should closely coordinate with the USAID's Civil Society program (CAPP II) implementing partners to ensure that the targeted organizations have access to broader advocacy skills development and networking opportunities. This technical and financial support should enable the targeted organization(s) to establish partnerships with courts, prosecutors, MOJs and the HJPC to improve their communication, outreach and responsiveness, monitoring of specific trials and investigations to advocate for improved performance, production of specialized reports and concrete policy proposals for improvement, advocacy campaigns and coalition-building for the adoption of specific legal, policy and/ or potential constitutional reforms, and/or activities aiming at raising public awareness of citizen rights and responsibilities, the functioning of the judiciary, and legal and policy reform issues.

Political Will:

Despite significant and growing political challenges, these results are both politically feasibly and desirable over the next five years. Although some politicians have sought to undermine the centralization of the justice sector at the state level, the HJPC and State MOJ already possess more authority than they currently have the capacity to exercise. With increased capacity to develop needs-based budgets, enforce performance standards and improve management procedures, the HJPC could substantially enhance the performance of the judiciary and shield individual judges and prosecutors from political pressure. Most of the expected results are also part of the JSRS, which has been approved by all entity and canton governments, and provides a tool for the State MOJ to bring other MOJs into the reform process.

The HJPC and State MOJ will nonetheless need some political support and clout to effectively assert their existing authorities, and to achieve legal, constitutional and policy reforms that further enhance their independence and effectiveness. By developing the policy-making capacity of these state-level institutions, supporting civil society advocacy, and raising issues to a political level when necessary, USAID should be able to achieve these results despite political resistance. In addition, separate Memorandum of Understandings (MOUs) should be signed with the State MoJ and the HJPC to secure their commitment.

C 5. CROSS CUTTING PRINCIPLES

The JSDP II contractor is expected to develop all assistance activities with the following key principles in mind:

- a. Ownership and Sustainability:** All JSDP II activities should be conducted in close cooperation and partnership with local counterparts to ensure their full ownership and transition, future sustainability and growth of targeted sectors. The assistance shall whenever possible be designed to favor long-term solutions which could be performed by or later taken over by existing BiH institutions and organizations.
- b. EU-Alignment:** A key cross-cutting element and consideration for all JSDP II activities is support for BiH's alignment processes in the targeted sectors with the EU requirements.
- c. Gender:** The Contractor should take into account the role of women in the JSDP II project and facilitate where possible their involvement and professional development. Data should be collected, as appropriate, with particular attention to the TA provided to women. Where data indicates a gender bias in the training or application of assistance, the implementing partner should recommend initiatives or revisions to the design approach to ensure a more equitable sharing of project outcomes as appropriate. The project will include, wherever possible, training on gender-based violence as part of the judicial training in this project, in accordance with section 670 of the FY08 Appropriation Act. Also, for other than in-country training the female participation should be at least 50%.

d. Partnership with Local Organization(s) for Component Three

The Contractor shall partner with one or more Bosnian organizations for the implementation of the component #3 of the project "Bolster Public Confidence in the Rule of Law". The purpose of the partnership will be to utilize the skills of one or more existing local NGOs to advocate for stronger justice institutions and increase public awareness and engagement in promoting the rule of law. The partnership agreement(s) should not exceed \$800,000 over the course of five years.

e. Grants Under the Contract

The JSDP II project should also manage and administer a \$250,000 grant fund. The overarching objective of this fund is to encourage creativity among potential grantees in advancing justice sector goals and should specifically support the civil society component of the project. These grants should be targeted toward the local non-governmental organizations capable of advocating for stronger justice institutions and increased public awareness and engagement in promoting the rule of law. As the international presence diminishes, the active engagement of local organizations should be crucial to sustain reform. The primary focus of grants under the contract should be to conduct oversight and advocacy on rule of law issues, including collecting and analyzing data on the justice system, monitoring court operations and judicial selection, and advocating for key reforms. Support should also enable civil society actors to raise public awareness on judicial processes, legal and policy reform issues, and citizen rights and responsibilities in upholding the rule of law. The Contractor should be responsible for administering and overseeing the fund while prior approval of USAID is required for all grants. USAID will use standard Mission procedures for grants approval.

C.6. EVALUATION AND AUDIT

A mid-term evaluation and financial audit of the project will be carried out by external consultants during the third year of project implementation. This evaluation will address the issue of JSDP II impact and will determine whether to exercise the additional two-year option.

C.7. KEY DOCUMENTS

Key documents are posted on USAID Bosnia website. Link: http://www.usaid.ba/DO_DOCS/do_docs.htm

In early 2007, USAID conducted a major Democracy Sector assessment to help USAID/BiH shape and refine its long-term strategy for supporting democratic development and good governance in the country. This assessment was also designed to set priorities for new DG program interventions over the next five years. In addition the Bosnia Justice Sector Development Program Final Evaluation and Quick Assessment of the ROL Sector was conducted in June 2008.

The above mentioned web address also contains relevant USG and other organizations' reports, such as the latest ABA CEELI's Judicial Reform Index, UNDP's "The Silent Majority Speaks" and , the "Social Inclusion in BiH" report, as well as the BiH MoJ's matrix of all donors' expected Rule of Law interventions. .

END of Section C

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING POLICY

Markings under this contract shall comply with the "USAID Graphics Standards Manual" available at www.usaid.gov/branding or any successor branding policy.

D.3 DELIVERABLES IN PAPER FORM

(a) The cover page of all deliverables submitted in paper form shall include the USAID logo (or the name of the Agency written out) prominently displayed, the contract number (see the cover page of this contract), Contractor name, the publication or issuance date of the document, document title, author name(s), project/activity number, and project/activity title). All materials shall include the name, organization, address, and telephone/fax/internet number/address of the person submitting the materials.

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

D.4 DELIVERABLES IN ELECTRONIC FORM

(a) Deliverables submitted in electronic form must utilize the Windows 2000 operating system and be in a Microsoft Word 2000 or Microsoft Excel 2000 application shall be submitted with the following descriptive information:

(b) Name of application software used to create the files on the diskette;

(c) The format for any graphic and/or image files included, *e.g.*, TIFF-compatible; and

(d) Any other necessary information, *e.g.*, special backup or data compression routines/software used for storing/retrieving submitted data.

(e) The Contractor shall also comply with the clause of this contract entitled "Rights in Data - General" (FAR 52.227-14 with any Alternates).

D.5 BRANDING STRATEGY FOR JSDP II ACTIVITY

In accordance with ADS 320.3.2.1, the Branding Strategy (BS) is part of the contract requirements, as such Contracting Officer must ensure that USAID contract solicitations include a Branding Strategy and instruct Offerors to prepare a Branding Implementation Plan (BIP) and marking Plan (MP) to implement the Branding Strategy.

The branding strategy for this activity is as follows:

The project's name:

The project's name will be "Justice Sector Development Project II."

How will materials and communications be positioned:

The project materials should aim to reinforce the main goals and attributes of this project:

- USAID is working as a partner with the people and government of Bosnia and Herzegovina (BiH);
- USAID is here to provide targeted demand-driven assistance to help move critical justice sector reforms forward;
- BiH politicians, government officials, justice sector representatives, and citizens need to determine their own future, but USAID can provide critical technical support to help achieve important justice sector reforms.

Desired level of visibility:

The primary audience for this project includes: justice sector representative (High Judicial and Prosecutorial Council of BiH, courts and prosecutors offices, NGOs), government representative (Ministries of justice and finances at all levels, MPs), and key stakeholders interested in the justice sector reform (businesses, other donors). Other significant target audiences include the media and general public who are interested in seeing improved justice sector in BiH.

Other organizations to be acknowledged:

Host government institutions and/or other key stakeholders may be acknowledged for cooperation, participation, or implementation of project activities depending upon the specific of each intervention.

D.6 BRANDING AND MARKING POLICY

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

END of Section D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Bosnia-Herzegovina
39 Hamdije Cemerlica Street, Sarajevo
Bosnia-Herzegovina

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer's Technical Representative (COTR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3. PERFORMANCE STANDARD

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

Quality

- (i) Quality and effectiveness of long-term key personnel and short-term technical specialists.
- (ii) Quality and effectiveness of Contractor and local professional staff.
- (iii) Degree to which key personnel provided are consistent with the names mentioned in the proposal.
- (iv) Management of Grants to local organizations.
- (v) Quality and effectiveness of Technical Assistance given to NGOs and other partner organizations.
- (vi) Extent to which open, transparent, and informal relations are established with USAID and multiple, sometimes competing, partners.

- (vii) Extent to which Contractor takes advantage of opportunities in managing for results.

Cost Control/Effectiveness

- (i) Actual costs incurred against the Contractor's cost proposal.

Timeliness of Performance

- (i) Long Term and Short-term technical assistance is identified and fielded in a timely manner.
- (ii) Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- (iii) Timeliness of documentation submitted to USAID.

Satisfaction of Relationship with USAID

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

END of Section E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is date of the Contracting Officer's signature on the cover page of the contract through 3 (three) years thereafter with one two years option to extend.

F.3 PLACE OF PERFORMANCE

The duty post is Bosnia-Herzegovina.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the COTR specified in Section G. Each of the reports shall be submitted electronically and in hard copies (two copies). Electronic versions of the reports should be submitted using Microsoft Word, Excel, or PowerPoint software. All reports should be written in English. All reports are subject to approval by the USAID Bosnia COTR.

F.4.1 Annual Work Plans

Within sixty days (60) of award of the contract, the contractor will submit and finalize with input from the COTR, a Work Plan (WP) for year one; it is expected that this WP will include activities, schedules, and targets to USAID for approval. The work plan shall also include a description of principal activities over the life of project as well as baseline data and discrete activities with their corresponding overall targets and benchmarks for the project.. Subsequent WPs are due no later than 30 days before the anniversary of the effective date of the contract. Also, it is expected that the Contractor will be diligent and resourceful in adapting tactics to meet unexpected circumstances and in taking advantage of policy or other breakthroughs if and when they occur. The need to remain flexible in the implementation of JSDP II may result in changes to the work plan and staffing.

F.4.2 Annual Reports

The Contractor shall submit Annual Reports (ARs) not later than thirty days (30) following the anniversary of the effective date of the contract. The reports should include at least the following sections, and link directly to the tasks and results listed in Section C.

Executive summary;

- Overview of the Project including the current status of affairs, key achievements to date, and explanation on deviations in implementation of the previous work plan;
- Performance management section that should address the progress toward achieving the previously set targets, modification in the project implementation driven by the achievement of targets and discussion on how they will be achieved in the upcoming year;
- Budget execution section, clearly showing the actual versus planned expenditures, as well as a forecast of the expenditures for the remainder of the project;
- Administration and project management section including project staffing;
- List of counterparts/beneficiaries actively involved in the project with their contact information and a very brief description of their role in the project (as annex); and
- A copy of all reports, success stories, and other relevant documents prepared during that year (as annexes).

F.4.3 Quarterly Reports

The Contractor shall submit Quarterly Progress Reports (QPRs) not later than fifteen days (15) following the end of the reporting period - the determination of quarterly reporting will be dependent on the contract award date. The reports will reflect the structure of the annual WPs, and address at least the following points:

- Activities completed under each planned intervention;
- Activities to be undertaken in the following quarter;
- Outputs accomplished and results realized in the quarter;
- Aggregate outputs accomplished and results realized since project inception;
- Budget execution, clearly showing actual versus planned expenditures, and a forecast of the expenditures for the remainder of the project;
- Discuss and propose solutions to issues or problems that are affecting the delivery or timing of interventions, or the achievement of results of this project; and
- Electronic and hard copies of all reports, success stories, and other relevant documents prepared during the quarter (as annexes).

F.4.4 Final Contract Completion Report

The Contractor shall prepare and submit one electronic version (as a single Word file) and three copies of a final/completion report to the COTR which summarizes the accomplishments of this contract, methods of work used, and recommendations regarding unfinished work and/or program continuation. The final/completion report shall also contain an index of all reports and information products produced under this contract. The report shall be submitted no later than the estimated completion date of this contract.

Along with the Final Report, a CD-ROM depository will be submitted, containing all written documents, reports and presentations. The depository shall be organized in a user-friendly system, easy to handle and to search through.

F.4.5 Demobilization Plan

Four months prior to the completion date of the contract, the Contractor shall submit a Demobilization Plan to the COTR. The Demobilization Plan shall include, at a minimum, an illustrative Property Disposition Plan; a plan for the phase out of in-country operations; a delivery schedule for all reports or other deliverables required under the contract; and a timeline for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the cognizant Contracting Officer. Both the illustrative and final Property Disposition Plans shall

address all requirements under U.S. and Bosnian law for the transfer of property and shall include the inventory schedule required by FAR 52.245-5, a plan for the disposition of property to eligible parties and a timeline for disposition of such property. The Demobilization Plan shall be approved in writing by the Contracting Officer.

F.4.6 Other Project Reports

The Contractor shall prepare and disseminate, as directed in the annual work plan and by the COTR, other reports and deliverables needed to accomplish the purpose of this contract, such as studies, analysis and strategies for the economic sectors.

F.5 752.242-70 PERIODIC PROGRESS REPORTS (July 1998)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

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

F.6 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contractor Reports and information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution.

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

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docssubmit@dec.cdie.org
On-line address: <http://www.dec.org>

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

(2) Format.

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

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

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

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

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

- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
- (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
- (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

F.7 LEVEL OF EFFORT

(a) Implementation shall be over a period of 36 months for the base period and 24 months for the option period. Offerors are to propose their own mix of expatriate and local skills (including the Chief of Party Position) to meet the requirements of their proposed technical approach to the tasks at hand. The following level of effort (LOE) is illustrative and should serve only as an example of the staff which may be mobilized under this Activity.

LABOR CATEGORY ESTIMATED PERSON MONTHS

	<u>Base Period</u>	<u>Option Period</u>
Chief of Party	36	24
<u>Long Term Local Staff</u>		
3 Local Component Leaders	108	72
3 Local Technical Staff	108	72
Finance Officer	36	24
Program Officer	36	24
Grants/Procurement Officer	36	24
<u>Long-Term Local Support Staff:</u>		
Translator/Interpreter	36	24
Office Manager/Admin Officer	36	24
Logistics Manager	36	24
Driver	36	24
Short-term Expatriates/TCN Specialists	17	11
Short-term Local Specialists	27	18
Home-Office Technical and Management Support	6	4

(b) A six-day work week is authorized for short term personnel if approved by the CTO COTR while in Bosnia. No premium pay will be approved under this contract.

F.8 KEY PERSONNEL

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

- Chief of Party
- Three Local Component Leaders

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID COTR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient

detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.9 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE (July 2007)

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

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

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- (7) Report is required even if the contractor did not pay any taxes during the report period.
- (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

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

And

USAID/Bosnia and Herzegovina,
Hamdije Cemerlica 39, 71000 Sarajevo,
Bosnia-Herzegovina

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

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

END of Section F

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

(2) The SF-1034 should be supported with the attached spreadsheet indicating contractor's expenditures broken down by countries and budget categories in accordance with the Section B.4 Price Schedule. The report should be supported with the detailed cost breakdown of program expenses, including seminars, grants, roundtables, etc.

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

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

BY: _____

TITLE: _____

DATE: _____

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

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Pouch address:

Clement J. Bucher
Regional Contracting Officer
USAID Regional Services Center
Department of State
5270 Budapest Place
Washington, D.C. 20521-5270

International address:

Clement J. Bucher
Regional Contracting Office
USAID Regional Services Center
Bank Center, Granite Tower, 4th floor
Szabadsag Ter 7-9
Budapest
1054 Hungary

Phone: 36-1-475 4032

Fax: 36-1-475 4991

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

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

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

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

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

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

(d) In the absence of the designated COTR, the COTR may designate someone to serve as COTR in their place. However, such action to direct an individual to act in the COTR's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and

interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is:

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

G.6 ACCOUNTING AND APPROPRIATION DATA

MAARD Number:
Funding Source:
Appropriation:
Fund Code (FC):
Reservation Control Number (RCN):
Object Class Code (OCC):
Obligated Amount:

END of Section G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

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

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

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

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

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,

- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

H.4 INSURANCE AND SERVICES

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

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

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

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

(b) AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services (July 2007):

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.5 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

H.6 AIDAR 752.7007 PERSONNEL COMPENSATION (July 2007)

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

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302

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

H.7 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

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

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

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

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

(e) Definitions

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

(f) Work Week

(1) Non-overseas Employees

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

(2) Overseas Employee

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

(g) Local Employees

The following is a synopsis of the local compensation plan:

Base Salary ranges per annum including personal income tax liability:

Professionals/Specialists: 47,299 to 80,123 (KM) local currency

Assistant/Mid-level: 33,795 to 58,703 (KM) local currency

Unskilled labor/maintenance/drivers/basic clerical: 19,957 to 41,779 (KM) local currency

Social contributions are made by the employer in accordance with local law.

H.8 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.9 LANGUAGE REQUIREMENTS

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

H.10 SUBCONTRACTING REPORT AND SUBCONTRACTING PLAN

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

(b) The Contractor's subcontracting plan dated **TBD** is hereby incorporated as a material part of this contract.

H.11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts

H.12 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people

with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

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

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

H.13 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (September 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

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

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

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

H.14 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by Contractors, subcontractors and any other agent acting in connection with this

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

H.15 GENDER CONSIDERATION

To the greatest extent possible, the Contractor shall seek to include both men and women in all aspects of this program including participation and leadership in [e.g., meetings, training, etc.]. The Contractor shall collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The Contractor must look for gender implications or opportunities in the program, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of program implementation and internal management. This program must address gender concerns in a fundamental way. Gender indicators should be defined and tracked by the Contractor.

H.16 ORGANIZATIONAL CONFLICT OF INTEREST

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

http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf

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

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

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

<http://www.section508.gov>

http://www.usaid.gov/business/business_opportunities/cib/pdf/cib0121.pdf

H.18 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

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

Information Technology

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

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

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

2. The Contractor shall maintain accountable property records of IT resources. These records must identify each

accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract or task order and thereafter annually based on the effective date of the contract.

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

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

H.19 INVESTMENT PROMOTION

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

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

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

H.20 SPECIAL PROVISIONS

1. In addition to the requirements of AIDAR 752.7035, the Contractor shall obtain prior COTR authorization for all public notices, press releases, interviews and other media contacts.

2. The Contractor shall comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

H.21 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

H.22 COMPETITION AND SUBCONTRACTING

- a. The Contracting Officer's signature on the contract which includes all equipment and services proposed in the Contractor's proposal or final proposal revision fulfills the requirement for prior approval.
- b. Should additional subcontracting (beyond those subcontracts included in the contractor's proposal and/or best and final offer which was accepted by USAID through award of this contract) become necessary, the contractor shall

secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). The contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled, "Subcontracts" (FAR 52.244-02).

H.23 GOVERNMENT PROPERTY

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

H.24 GRANTS UNDER CONTRACT

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

- a) The Contractor's grant selection criteria will have substantial involvement and written approval of the USAID COTR;
- b) The Contractor's grant selection committee will always include a representative from the applicable USAID/Bosnia technical office, and the COTR will also provide written approval for the Contractor's selection of grant recipients (Upon RCO/Budapest approval of the Contractor's grants manual, the USAID COTR will be delegated the authority to approve all grants under the Contract.);
- c) The Contractor's grants manual will require that all requirements that apply to USAID executed grants shall also apply to grants signed by the Contractor.
- d) The Contract shall state that USAID has the right to terminate any grant activities unilaterally in extraordinary circumstances, and;
- e) The Contractor's approved grants manual shall state that the Contractor is not authorized to execute or administer cooperative agreements on USAID's behalf.

H. 25 CONSIDERATIONS FOR GRANTS UNDER CONTRACT

The Contractor shall adhere to the following guidance:

1. The grantee does not appear on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs"; is not a "public international organization", any governmental organization or is affiliated with the Contractor or any of its directors, officers or employees.
2. The Grant follows all requirements of USAID's Automated Directives System 303, as amended, on grant making and administration, except as modified by this contract or as approved through a specific written deviation granted by the Contracting Officer. Furthermore, the Contractor agrees that it shall be responsible, prior to awarding each grant, to ensure that any applicable regulatory, policy or procedural changes disseminated through Acquisition & Assistance Policy Directives or any similar notice available on the Agency's public web site are included in all grants awarded after the effective date of such changes.
3. Each grant awarded by the Contractor on behalf of USAID under this contract shall be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description to be developed by the grantee and the Contractor; and (4)(i) the mandatory standard provisions and (ii) any applicable required-as-applicable standard provisions. Grants to US organizations, if any, shall not exceed \$100,000 without the advance written consent of the Contracting Officer. This threshold does not apply to non-US organizations.
4. The Contractor has received a signed Certification Regarding Terrorist Financing from the proposed grantee and unless the Contractor has confirmed that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>

and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor and (iii) has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaeda Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor shall refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm> The Contractor further agrees to consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending a grant to that individual or organization for USAID's approval. The Contractor further agrees to implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.

5. The grant does not extend for any period beyond the estimated termination or completion date of this contract.

6. The grants provide that all interest and other refunds by grant recipients hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor (the "Separate Account"). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account shall be used as directed by the Contracting Officer.

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

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

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

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

H.27 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 (United States). However, local procurement in the cooperating country is authorized within the parameters specified in 22CFR 228.40, "Local Procurement."

END of Section H

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://www.arnet.gov/far/> for electronic access to the full text of FAR clauses and <http://www.usaid.gov/policy/ads/300/aidar.doc> for the full text of AIDAR clauses.

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-1	APPROVAL OF CONTRACT	DEC 1989
52.204-2	SECURITY REQUIREMENT	AUG 1996
52.204-3	TAX PAYER IDENTIFICATION	OCT 1998
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION NUMBER (See AAPD 06-02)	JULY 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS—NEGOTIATION, ALTERNATE II (APR 1998)	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004

52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	APR 2008
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2008
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD, ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
AIDAR 48 CFR Chapter 7		
752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATION CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUNE 1993
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.232-70	LETTER OF CREDIT ADVANCE PAYMENT	OCT 1989
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	OCT 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JULY 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

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

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

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

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

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

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

Notice to Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

I.4 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

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

“Coercion” means—

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

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

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

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

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

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons.

Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

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

- (1) Notify its employees of—
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

- (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—
- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts

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

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

I.6 52.232-25 PROMPT PAYMENT (OCT 2008)

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

(a) Invoice payments—

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) *Additional interest penalty.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

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

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

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

(2) By a first-tier subcontractor under a cost-reimbursement subcontract there under.

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

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

Designated COTR, USAID/Bosnia-Herzegovina

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

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

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

(a) When the requiring office needs information on contract performance status on a regular basis, the contracting officer may require the contractor to submit periodic progress reports, tailored to address specific contract requirements but limited to only that information essential to USAID's needs in monitoring the contractor's progress.

(b) Because the cognizant technical officer is the individual most familiar with the contractor's performance, the contractor must submit the progress reports directly to the cognizant technical officer. The cognizant technical officer must review the reports and advise the contracting officer, in writing, of any recommended action, including any action needed to address potential or actual delays in performance. The cognizant technical officer must so advise the contracting officer in sufficient time, typically thirty days, for him or her to take any action that the contracting officer determines is appropriate. The requirements of this paragraph do not relieve the contractor of notification requirements identified elsewhere in the contract.

(c) The contracting officer must insert the clause at 752.242-70, Periodic Progress Reports, in solicitations and contracts that require progress reporting, as specified in this section. The contracting officer must include specific reporting instructions in the Schedule.

I.10 AIDAR 752.7016 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

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

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

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

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

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

I.11 752.7019 PARTICIPANT TRAINING (JAN 1999)

(a) Definitions.

(1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.

(2) A Participant is any foreign national being trained under this contract outside of his or her country.

(b) Applicable regulations. Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 "Training for Development Impact". Any exceptions to ADS 253 requirements are specified as such within this contract. The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.info.usaid.gov/pubs/ads/200> .

(c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.5.5.

Note: Academic rates are available through a special website monitored by the United States Information Agency. The website for academic programs is: <http://www.iie.org/fulbright/posts/restrict> . U.S.-based participants receive the standardized U.S. travel per diem rates maintained by GSA for short-term training (website: www.policyworks.gov).

END of Section I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
ATTACHMENT 1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS		
ATTACHMENT 2	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET		
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/		
ATTACHMENT 3	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/		
ATTACHMENT 4	BUDGET LINE ITEM DEFINITIONS AND ILLUSTRATIONS.		
ATTACHMENT 5 - MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN MODEL SUBCONTRACTING PLAN OUTLINE			
ATTACHMENT 6	Agreement on NICRA ceiling rates.		

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is _.

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

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

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

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or

updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[Note: FAR 52.204-7, Central Contractor Registration, is included in Section I of this RFP. Thus, paragraph (b) of the above provision applies.]

K.3 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.4 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [] is, [] is not a State agency or charitable institution, and that it [] is not immune, [] is partially immune, [] is totally immune from tort liability to third persons.

K.5 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

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

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

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

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

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

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

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

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

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

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the

time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

The Government contemplates award of a Cost Plus Fixed Fee Level of Effort contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Clement J. Bucher
Regional Contracting Officer

Hand-Carried or International Address:

Regional Contracting Office
USAID Regional Services Center
Bank Center, Granite Tower, 4th floor
Szabadsag Ter 7-9
Budapest 1054, Hungary

Phone: 36-1-475-4032
Fax: 36-1-475-4988

Pouch Address:

Regional Contracting Office
USAID Regional Services Center
Department of State
5270 Budapest Place
Washington, D.C. 20521-5270

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

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal:
(i) via regular mail - sending one original and 5 paper copies of a technical proposal and one original, and 2 copies of a cost proposal and one original **along with a 3.5" diskette(s) containing one complete copy of the entire proposal**

compatible in a MS Windows environment., however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(ii) hand delivery (including commercial courier) one original and 5 paper copies of a technical proposal and one original, and 2 copies of a cost proposal and one original **along with a 3.5" diskette(s) containing one complete copy of the entire proposal compatible in a MS Windows environment** to the issuing office.

(iii) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

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

(c) Government Obligation

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

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

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

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

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 35 pages, **OVER 35 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 35-page limitation.

(d) The technical proposal should, at a minimum, include the following:

1. Technical Approach & Management Approach

A. Technical Approach

Offerors shall elaborate their technical approach for the most effective way to develop and realize the objectives of this project including the reasonable course of action and tasks that are relevant to the current needs of Bosnia and Herzegovina. Offerors are expected to provide a thorough and concise analysis of targeted sectors. They should present a convincing and compelling articulation of their technical approach that will permit USAID to distinguish and differentiate

among proposals. The technical approach shall include a Draft Performance Monitoring Plan (PMP) to include a manageable set of results, indicators and targets, as well as, data collection and analysis approach, consisting of data sources, frequency of data collection; data verification; and responsible parties for data collection. The Draft Performance Monitoring Plan will be included as an attachment to the technical proposal.

Within the Technical Approach, Offerors should address the following items:

- Discussions on sector constraints and opportunities
- Results and interventions they believe should be prioritized and why
- Describe how JSDP II will affect the BiH's alignment with the EU accession requirements
- Elaboration on how the expected results will be achieved
- Discussion on how the Grant Fund will be structured and utilized
- Discussions on the details, the expected work with Local Organization(s) under Component #3 and the added value expected from that partnership.
- Discussion on (strategy for) sustainability of project activities and impact
- How they will incorporate any significant gender considerations into the design and implementation of their program

B. Management Approach:

Offerors will describe their management approach along with a clear rationale for the proposed project management and organizational structure. Offerors shall describe the composition and organizational structure of the professional team including descriptions of the role, technical expertise, and estimated amount of time to be devoted to the activity for each person. Offerors shall also propose a mix of short-term technical advisors who will implement the full range of tasks and activities including their role, technical expertise and estimated amount of time to be devoted to the activity.

A summary chart shall be presented showing the estimated Level of Effort (LOE) for each position of the professional team and for each of planned short-term technical positions. This chart should also indicate whether these positions will be staffed by international (US and third country nationals) or Bosnian professionals.

Offerors should demonstrate:

- Utilization of Bosnian professionals for country project staff,
- Strategic combination of international and local experts for short-term technical assistance,
- Utilization of local organizations, sub-contracts and/or grantees,
- Capability to mobilize short-term technical assistance in areas that are within and those not included in the illustrative areas of technical assistance.

2. Personnel Qualifications and Experience

In its Technical Proposal, the Offeror shall propose key personnel to include a Chief of Party and three Local Component Leaders.

For each of the four proposed individuals, offerors shall describe the experience, education and additional qualifications and a rationale for choosing the selected individual. Resumes should include explicit reference to language abilities and the name, telephone number, and e-mail of at least two references who do not work for the employee's current company. There is no exclusivity requirement for the three local component leaders: candidates for these positions may be proposed by more than one Offeror.

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

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

Illustrative Qualifications of Key Personnel

Chief of Party

The Chief of Party should have 15 years of progressively responsible legal experience, such as a judge, practicing attorney, court administrator, legal technical assistance provider or a combination of the foregoing. Litigation experience is a plus. Previous experience as a proactive COP with a strong reputation for developing excellent collaborative working relationships with counterparts, other Contractors and international organizations and donors. Long-term, overseas judicial and legal reform experience preferably in Eastern Europe, Balkans, and/or Former Soviet Union. Candidates must have a successful track record in supervising, designing, managing, and implementing technical assistance for donor-funded rule of law projects and proven ability to develop and monitor work plans, training plans, and procurement plans, manage large national staff and international consultant teams, manage subcontracts, and ensure quality and timely project reporting.

Local Component Leaders

The three Local Component Leaders should have 10 years of relevant experience in the sector. Experience in the areas such as increasing transparency in key justice sector institutions (the Courts, Prosecutors offices, Ministry and Judicial Councils), strengthening of judicial policies, procedures, and management systems, training in management models and best practices to justice sector actors, citizen reporting mechanisms and public information, judicial ethics and performance standards. Law degree or advanced degree in related subject is required. Cooperating Country Nationals are required.

3. Institutional Capability:

Offerors (including all sub-partners) shall demonstrate their institutional capability and organizational experience in managing contracts of similar objectives, magnitude and complexity.

4. Past Performance

Offerors (including all sub-partners) must provide past performance information for itself and its partners describing their past performance for up to five similar contracts/task orders (within the last six years) which best illustrate the Offeror's (and subcontractors') current qualifications to successfully implement similar contracts and subcontracts (in terms of scope, complexity, and type of activities). It should be clear whether the work by the Offeror was done as a prime Contractor or a subcontractor.

Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. The Offeror (and/or subcontractors) shall provide the following information regarding past performance on up to five similar projects:

- a. Contract Number(s) and type of contract;
- b. Procuring Agency and name of reference point(s) of contract (not to exceed 3), telephone and fax numbers at entity for which the contract was performed;
- c. Dollar value of the Contract;
- d. Period of Performance;
- e. Detailed description of the work performed;
- f. Relevancy of the contract to this proposed requirement;

- g. Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- h. The number, type, frequency, duration and impact of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

USAID reserves the right to use past performance information obtained from sources other than those identified by the Offeror/subcontractor.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. Key Personnel are considered to be essential to the work being performed under the Activity. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract. Prior to replacing any of the specified individuals, the Contractor shall immediately notify the USAID Contracting Officer's Technical Representative (COTR) Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Activity. No replacement of Key Personnel shall be made by the Contractor without the prior written consent of the Contracting Officer's Technical Representative (COTR).

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Section B through J of the solicitation will become the contract, with blanks completed by the Contracting Officer based on the successful proposal.

(a) Part 1 - Standard Form (SF) 33 The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

(b) Part 2 - Proposed Costs/Prices

(1) Offerors shall provide a complete budget by cost element. The estimated cost, including fee shall be in the range of \$7.5 million - \$8.0 million for the entire five year activity. Revealing the cost range for the contract does not mean that offerors should necessarily strive to meet the maximum amount. The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror's technical approach. Cost proposals shall be evaluated as part of best value determination for contract.

Supporting information should be provided in sufficient detail to allow a complete analysis. This should include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract, e.g., salaries, fringe benefits, overhead, other direct costs (supplies, equipment, travel, transportation, per diem amounts, airfares, destination and number of trips, taxis, and car rentals and vehicle purchases, rent, and domestic and international communications), TCN/CCN labor costs, general and administrative, and fixed fee. The fixed fee proposed should include the rationale for the proposed amount of fixed fee. Under Other Direct Costs, international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The cost and pricing information shall include the basis of each and every cost (i.e., current salaries, vendor quotes, market surveys, historical experience, etc.) and should describe any significant assumptions or uncertainties such as annual inflation factors and proposed salary increases. Lastly, the offeror shall propose an annual salary increase and explain the basis of the proposed salary increases.

Supporting information should be provided in sufficient detail to allow a complete analysis for cost reasonableness and realism of each line item cost. This is to include a complete breakdown **for both the base period and the option period** of the cost elements associated with each line item and those cost associated with any proposed subcontract. Accordingly, a summary budget and detailed budget breakdowns should be prepared.

Cost Elements	BASE PERIOD			OPTION PERIOD		TOTAL
	Year 1	Year 2	Year 3	Year 3	Year 4	
Salaries & Wages						
Fringe Benefits						
Consultants						
Travel, and Per Diem						
Equipment and Supplies						
Allowances						
Other Direct Costs						
Grant Fund 1	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Overhead						
PARTNERSHIP WITH LOCAL NGO 2	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$800,000
G&A						
Total Estimated Cost						
Total Fixed Fee						
Total Est.Cost + Fixed Fee						

1. As specified in Section C

2. As specified in Section C (Individual subcontractors should include the same cost element breakdowns in their budgets as applicable)

Please see ATTACHMENT J.6 entitled "Budget Line Item Definitions and Illustrations".

(2) Indirect Cost Information

(i) 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.

(ii) 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.

(iii) Proposed ceilings on indirect costs, if any [See USAID Contract Information Bulletin No. 92-17].

(c) **Part 3** - Representations, Certifications, and Other Statements of Offerors The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.

(d) Part 4 - Policies and Procedures. If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc..

(e) Part 5 - Subcontracting Plan

Unless the Offeror is a small business concern, the Offeror must include its small business and small disadvantaged business subcontracting plan, as required by the provision of this solicitation entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-9). The plan must contain all of the information required by paragraph (d) of said provision. NOTE: For the purposes of the small business and small disadvantaged business subcontracting plan, individuals acting as independent consultants are considered to be subcontractors, and are also considered to be small businesses if they meet the small business size standard set forth in Section K. Individual consultants who are Black Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1 are considered to be small disadvantaged businesses if they meet the small business size standard set forth in Section K.

(f) Part 6 - Joint Venture Information. If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

(g) Part 7 - Evidence of Responsibility. The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility.

To be determined responsible, a prospective contractor must

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

(h) Part 8 - Letters of Commitment (Subcontractors). The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.

(i) Part 9 - Information to Support Consent to Major Subcontractors. The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

(j) Part 10 - Information Concerning Work-Day, Work-Week, and Paid Absences

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

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

(3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors in effect at time of award shall remain enforce throughout the period of the award.

L.10 INSTRUCCIONES FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS:

As per ADS 320, Branding and Marking, offeror(s) are requested to prepare a Branding Implementation Plan (BIP) and Marking Plan (MP). **Offeror(s) should submit a preliminary BIP and MP as a separate annex to the cost proposal. The BIP and MP combined should not exceed 2 pages. The BIP and MP will not be a part of the technical evaluation.**

Offeror(s) will be required to submit formal and detailed Branding and Marking plans for final review before award or in the competitive range.

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

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

Branding Implementation Plan (BIP):

The BIP, developed by the offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events and materials the contractor will use to deliver the message that the assistance is from the American people.

The BIP should specifically address the following:

- How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
 - Press releases,

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

Marking Plan (MP):

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

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

Note that marking is not required for Contractors' offices, vehicles, and non-deliverable items, such as office supplies used primarily for administration of the USAID funded

L.10 SMALL BUSINESS PARTICIPATION

(a) As part of the evaluation of past performance in Section M.4 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

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

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

END of Section L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 EVALUATION CRITERIA

The contractor should have a structure that will allow it to provide the best value. After the final evaluation of the proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government, considering both technical and cost factors. Technical, cost and other factors will be evaluated relative to each other, as described herein. All technical evaluation factors, taken as a whole, are of greater importance than cost or price in determining best value.

- (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 points indicating 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.

M.2.1. TECHNICAL EVALUATION CRITERIA

Technical applications will be evaluated according to the following criteria. The relative importance of each criteria is indicated by the number of points assigned; a total of 100 points is possible. Offerors should note that these criteria serve to: (1) identify the significant subjects which Offerors should address in their proposal and (2) set the standard against which all proposals will be evaluated.

I. Technical and Management Approach (45 points)

a) Technical Approach (35 points)

The Technical Approach will be evaluated based upon: demonstrated understanding of the rule of law context in BiH, technical soundness, feasibility, ambitiousness, innovation and efficiency, results orientation, measurement of results, and strategic use of resources. Offerors will be evaluated on their technical approach in accordance with the following sub-criteria which are weighted as indicated below:

- i) Knowledge and Understanding of Issues (10 points)

The extent to which the proposal demonstrates a clear understanding of the development challenge; a convincing technical approach to address the challenge; a compelling set of components, activities and critical tasks to strengthen the

BiH alignment in targeted sub-sectors with EU alignment. The extent to which cross-cutting issues including gender and minority issues are identified and addressed within the technical approach.

ii) **Proposed Approach (20 points)**

The extent to which the proposed approach outlines all activities showing technical soundness, feasibility, ambitiousness, innovation, impact, efficiency, sustainability, results orientations, measurement of results and strategic use of resources, and how the expected results will be achieved.

iii) **Performance Monitoring Plan (5 points)**

The extent to which the required Performance Monitoring Plan presents the results to be achieved, with associated indicators and targets, as well as data collection and analysis approach, consisting of data sources, frequency of data collection, data verification, compliance with data quality standards, and responsible parties for data collection.

c) Management Approach (10 points)

The extent to which the proposed management approach demonstrates a logical and efficient use of resources to successfully achieve the objectives and purpose of the project. The management approach will be evaluated based upon: feasibility and soundness in terms of achieving project purpose and results, strategic and efficient use of resources, use of local professionals (including transfer of skills and knowledge), use of local organizations, sub-contracts, and/or grantees, demonstrated capacity to rapidly mobilize short-term technical assistance (including those that are not within planned component areas).

II. Personnel Qualifications and Experience (35 points)

Offerors will be evaluated based on the demonstrated relevant experience, educations, qualifications and capability of the proposed key personnel to carry out the Statement of Work in accordance with the following sub-criteria which are weighted equally:

- a) Demonstrated capability, experience, education and qualifications of proposed Chief of Party. **(20 points)**
- b) Demonstrated capability, experience, education and qualifications of other key personnel and the optimized use of local professional personnel, to complete the work under this scope of work. **(15 points)**

III. Institutional Capacity (10 points)

Demonstrated organizational capability of the Offeror and proposed partners to effectively implement the proposed Technical Approach and achieve demonstrable results.

IV. Past Performance (10 points)

Success in implementing programs in similar size and scope, including timeliness of performance, cost control, effectiveness of personnel management and record of actual and proposed use of small business concerns as subcontractors in USG contracts. Offers from small business concerns will not be evaluated against this factor.

M.2.2. PRICE/COST EVALUATION

The proposed cost proposal will not be scored, but will be a selection factor and considered in making a best value terms of the total proposed amount, proposed cost and the proposed fee. A cost realism analysis will also be conducted.

1). Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within the offeror's technical and management approach. Cost realism evaluation shall be performed as part of the evaluation process:

(a) to verify the offeror's understanding of the requirements; (b) to assess the degree to which the cost/price proposal accurately reflects the approaches and/or risk assessments made in the technical and management approach as well as the risk that the offeror will provide the supplies or services for the offered prices/cost; and (c) to assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal.

2). Evaluation

Following the technical review process, a review of the cost realism analysis will be conducted on the most highly ranked technical proposals. Although cost has not been assigned a weight, it will be evaluated for general reasonableness, allocability, allowability and cost-effectiveness.

In evaluating the offeror's proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgment will result from the offeror's performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the offeror's proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision.

M.3 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.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

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

END of Section M

ATTACHMENT 1. IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Cuba, Syria, Iran, North Korea, and Libya.

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

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

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

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

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

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

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

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

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

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

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

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

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

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

Signature of Contractor's Representative	Date
--	------

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

ATTACHMENT 3. SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

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

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

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

ATTACHMENT 4. BUDGET LINE ITEM DEFINITIONS AND ILLUSTRATIONS

Salary and Wages : FAR 31 .205-6, AIDAR 732.205-46 and AIDAR 752 .7007 provides for compensation for personal services . Direct salary and wages should be proposed in accordance with the offeror's personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

Fringe Benefits : FAR 31 .205-6 provides for allowances and services provided by the contractor to its employees as compensation in addition to regular wages and salaries . If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42 .700 . If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided .

Consultants : FAR 31 .205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the contractor . For example, costs of consultants should be broken down by person years, months, days or hours .

Travel, Transportation , and Per Diem : FAR 31 .205-46, AIDAR 731 .205-46 and AIDAR 752-7032 provide for costs for transportation , lodging, meals and incidental expenses . For example, costs should be broken down by the number of trips , domestic and international , cost per trip, per diem and other related travel costs .

Equipment and Supplies : FAR 2 .101 provides for supplies as all property except land or interest in land, FAR 31 .205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors , contractors ' use and management of Government property, and reporting, redistributing , and disposing of contractor inventory .

For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease .

Subcontracts : FAR 44 .101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract . Cost element breakdowns should include the same budget items as the prime as applicable .

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

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

Participant Training : AIDAR 752 .7019 and ADS 253 provides for participant training and training in development . For example, costs should be broken down by types and participants .

Other Direct Costs : FAR 31 .202 and FAR 31 .205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units. Overhead. G&A and Material Overhead: FAR 31 .203 and FAR 42 .700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives . For example, the indirect costs and bases as provided for in an offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs .

Fixed Fee : FAR 15 .404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee . For example, proposed fee with rationale supported by application of the profit-analysis factors.

ATTACHMENT 5

SMALL BUSINESS PLAN TEMPLATE

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

MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (Check One)

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

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

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

(2) A statement of--

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

(*Expressed as a percentage of "A")

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

- (i) Small business concerns;
(ii) Veteran-owned small business concerns;
(iii) HUB Zone small business concerns;
(iv) Small disadvantaged business concerns; and

- (v) Women-owned small business concerns.
(check all that apply)

Subcontracted Supplies/Services - LB SB VOSB SDVOSB HUB Zone SDB WOSB

(Attach additional sheets if necessary.)

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUB Zone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUB Zone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.)

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

REPORTING PERIOD	REPORT DUE	DUE DATE
Oct 1 – Mar 31	SF 294	04/30
Apr 1 – Sept 30	SF 294	10/30
Oct 1 – Sept 30	SF 295	10/30

ADDRESS:

DIRECTOR
USAID/OSDBU
RM 7.8E RRB
WASHINGTON, DC 20523-7800

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

ATTACHMENT 6

Offeror:

Address:

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

Dear Offeror:

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

If your organization is a for-profit firm, a copy of this letter containing your acknowledgment signature will be forwarded by the A.I.D. Office of Acquisition and Assistance to your cognizant audit agency. If your organization is non-profit, your signature on this letter constitutes agreement that you shall forward a copy of this letter (with your signature) to your auditing firm prior to their next audit under OMB Circular A_133.

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

Offeror:

Name: _____

Title: _____

Date: _____