



USAID | BOLIVIA

FROM THE AMERICAN PEOPLE

Issue Date: August 15, 2008
Closing Date: September 15, 2008
Closing Time: 4:30 PM, La Paz time

Subject: Request for Proposals (RFP) No. 511-08-018
USAID/Bolivia Communications Activity

Dear Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development's Mission to Bolivia (USAID/Bolivia) is seeking proposals from qualified organizations interested in providing the services as described in the attached solicitation.

USAID plans to award a cost plus fixed fee (CPFF) completion-type contract for a total estimated period of three years: one year base period and two 1-year option periods, subject to satisfactory performance and availability of funds. Based on the implementer's performance and availability of funds, USAID will determine whether or not to exercise this option. Offerors must propose costs that they believe are realistic and reasonable for the work. Cost Proposals will be evaluated as part of a best value determination for contract award, including cost effective approaches to achieving the results.

Offerors are advised that funds are not yet available for award at this time and that contract award is also subject to the approval of Mission Operational Plans. This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the 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.

If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the Solicitation, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (<http://www.fedbizopps.gov>) periodically.

An Interested Vendor List is not included in this solicitation. Offerors can register and use the Interested Vendor List (IVL) on the FedBizOpps page, so that firms can contact subcontracting opportunities in response to this solicitation.

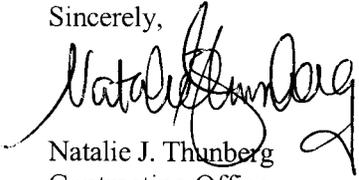
The details associated with the submission requirements are outlined under Section L of this solicitation. **Late proposals will not be considered.**

Questions and Answers the deadline for receiving questions is 4:30 pm La Paz time on August 25, 2008. Questions may be submitted to the Contracting Officer to the addresses/numbers and email as identified in Section L, and via email to nthunberg@usaid.gov and maburgos@usaid.gov. Oral instructions, answers or guidance from whatever USAID source prior to the award of the contract shall not be binding.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Natalie J. Thunberg". The signature is fluid and cursive, with a large initial "N" and a stylized "T" at the end.

Natalie J. Thunberg
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 105
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 511-08-018	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/15/2008	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY USAID/BOLIVIA ACQUISITION AND ASSISTANCE OFFICE 3220 LA PAZ PLACE WASHINGTON DC 20521-3220			8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and 0 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 Calle 9 No. 104, Obrajes, La Paz - Bolivia until 16:30 (4:30 pm) local time 09/15/2008
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Maria Elena Burgos	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS maburgos@usaid.gov
		AREA CODE (591-2)	NUMBER 2786445	EXT. 3503

11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	A-3	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	I-1
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	C-1	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	J-1
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	D-1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	E-1	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K-1
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	F-1				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	G-1	<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	L-1
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	H-1	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	M-1

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 90 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 (%)
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)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
				18. OFFER DATE

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) USAID/BOLIVIA ACQUISITION AND ASSISTANCE OFFICE 3220 LA PAZ PLACE WASHINGTON DC 20521-3220		25. PAYMENT WILL BE MADE BY USAID/BOLIVIA FINANCIAL MANAGEMENT OFFICE 3220 LA PAZ PLACE WASHINGTON DC 20521-3220	CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) Natalie J. Thunberg Contracting Officer		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.

Table of Contents

Page

PART I - THE SCHEDULE	B-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PURPOSE	B-1
B.2 CONTRACT TYPE	B-1
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	B-1
B.4 PRICE SCHEDULE.....	B-1
B.5 INDIRECT COSTS (DEC 1997)	B-2
B.6 COST REIMBURSABLE.....	B-2
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	C-1
SECTION D - PACKAGING AND MARKING	D-1
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	D-1
D.2 BRANDING POLICY	D-1
D.3 BRANDING STRATEGY	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	E-1
E.2 INSPECTION AND ACCEPTANCE	E-1
SECTION F - DELIVERIES OR PERFORMANCE	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	F-1
F.2 DELIVERY SCHEDULE	F-1
F.3 PERIOD OF PERFORMANCE	F-1
F.4 PERFORMANCE STANDARDS.....	F-1
F.5 REPORTS AND DELIVERABLES OR OUTPUTS	F-1
F.6 KEY PERSONNEL	F-1
SECTION G - CONTRACT ADMINISTRATION DATA	G-1
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	G-1
G.2 ADMINISTRATIVE CONTRACTING OFFICE	G-2
G.3 COGNIZANT TECHNICAL OFFICER (CTO).....	G-2
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	G-2
G.5 PAYING OFFICE.....	G-4
G.6 ACCOUNTING AND APPROPRIATION DATA	G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	H-1
H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997).....	H-1
H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997).....	H-2
H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004).....	H-2
H.5 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)	H-7
H.6 INSURANCE AND SERVICES	H-8
H.7 AUTHORIZED GEOGRAPHIC CODE	H-9
H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECNOLOGY RESOURCES	H-9
H.9 LOGISTIC SUPPORT	H-9

H.10	LANGUAGE REQUIREMENTS.....	H-9
H.11	PERSONNEL COMPENSATION (JULY 2007).....	H-9
H.12	ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION.....	H-10
H.13	SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT.....	H-10
H.14	EXECUTIVE ORDER ON TERRORISM FINANCING.....	H-11
H.15	REPORTING OF FOREIGN TAXES.....	H-11
H.16	PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS.....	H-12
H.17	USAID DISABILITY POLICY - ACQUISITION.....	H-12
PART II - CONTRACT CLAUSES.....		I-1
SECTION I - CONTRACT CLAUSES.....		I-1
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1
I.2	52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS (OCT 1997).....	I-3
I.3	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	I-4
I.4	52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002).....	I-4
I.5	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	I-8
I.6	AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997).....	I-8
I.7	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990).....	I-8
I.8	COMMUNICATIONS PRODUCTS (OCT 1994).....	I-9
I.9	AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004).....	I-9
I.10	AIDAR 752.7001 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008).....	I-10
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....		J-1
SECTION J - LIST OF ATTACHMENTS.....		J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS.....		K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....		K-1
K.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	K-1
K.2	52.204-3 TAXPAYER IDENTIFICATION (OCT 1998).....	K-1
K.3	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001).....	K-2
K.4	52.215-6 PLACE OF PERFORMANCE (OCT 1997).....	K-4
K.5	52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999).....	K-4
K.6	52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984).....	K-5
K.7	52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999).....	K-5
K.8	52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000).....	K-5
K.9	INSURANCE - IMMUNITY FROM TORT LIABILITY.....	K-8
K.10	AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS.....	K-8

K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	K-8
K.12 SIGNATURE.....	K-8
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....	L-1
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	L-1
L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JANUARY 2004).....	L-1
L.3 52.216-1 TYPE OF CONTRACT (APR 1984).....	L-4
L.4 52.233-2 SERVICE OF PROTEST (AUG 1996).....	L-4
L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	L-5
L.6 GENERAL INSTRUCTIONS TO OFFERORS	L-5
L.7 FORMAT FOR TECHNICAL PROPOSALS	L-6
L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL.....	L-6
L.9 REQUIRED CONTENTS FOR TECHNICAL PROPOSALS	L-6
L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL.....	L-8
L.11 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS	L-10
SECTION M - EVALUATION FACTORS FOR AWARD.....	M-1
M.1 EVALUATION CRITERIA.....	M-1
M.2 TECHNICAL EVALUATION CRITERIA.....	M-1
M.3 COST EVALUATION CRITERIA	M-1
M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD.....	M-2
M.5 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES	M-2
M.6 CONTRACT AWARD BEST VALUE	M-2
 ATTACHMENT 1	
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS	1-1
ATTACHMENT 2	1-2
USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET	1-2
ATTACHMENT 3	
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES	1-5
ATTACHMENT 4	
CONTRACTOR PERFORMANCE REPORT (SHORT FORM).....	1-9
ATTACHMENT 5	
CERTIFICATE OF CURRENT COST OR PRICING DATA.....	1-10

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The primary objective of this communications activity is to design, produce and execute a communications campaign and products that will increase Bolivian citizens’ understanding of USAID-supported activities and will provide access to information on actions that could result in a more prosperous, peaceful, democratic and pluralistic Bolivia. This process will include a rapid assessment of existing USAID communications efforts. The intended end result is better communication between USAID and Bolivian citizens, thereby leading to an overall more effective foreign assistance program. The activity also aims to educate local media regarding the USG foreign assistance program in Bolivia and its achievements over the past 40 years.

B.2 CONTRACT TYPE

A Cost-Plus-Fixed-Fee (CPFF) Completion Type Contract, for a total period of performance of three years: one year base period with two 1-year option periods will be awarded under this solicitation. The technical proposal should be written for the full three years and the contract budget should be presented by year as shown in Section B.4.

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: Base Period (1 year) \$_____, and Option Period (2 years) \$_____. The fixed fee, if any, is Base Period \$_____ and Option Period \$_____. The estimated cost plus fixed fee, if any, is \$_____.

(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 \$_____. The Contractor shall not exceed the aforesaid obligated amount.

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

B.4 PRICE SCHEDULE

#	CLIN	Base Year 1	Option Year 1	Option Year 2	Total
001	Communications Campaign and Products				
	Fee				
	TOTAL				

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 rates and the appropriate bases:

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

1/Base of Application:
Type of Rate: Predetermined
Period:

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

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

B.6 COST REIMBURSABLE

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

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**I. INTRODUCTION**

The United States Agency for International Development Mission in Bolivia (USAID/Bolivia, hereinafter referred to as USAID) is the foreign assistance agency of the United States Government, and a part of the overall United States Government diplomatic mission to Bolivia (U.S. embassy). USAID is seeking the services of a full-service media and public relations organization to design, produce and execute an integrated and coherent communications and public diplomacy campaign that will increase Bolivian citizens' understanding of USAID-supported activities in Bolivia and how these activities support Bolivia's National Development Plan. The intended result of this campaign is to facilitate better coordination and communication between USAID, the Government of Bolivia (GOB), and Bolivian citizens, thereby leading to a more effective foreign assistance program. USAID expects to make a competitive no later than October 2008 which will have a one year term through September 2009, with two 1-year options for an extension up to 3 years total, subject to satisfactory performance and availability of funds.

II. BACKGROUND

The U.S. Government (USG) provides development assistance to Bolivia through USAID. The USG has worked with the GOB to advance development in Bolivia since the 1950s. USAID assistance is in support of and in alignment with Bolivia's National Development Plan. Bolivians have made much of this support, achieving important successes in a range of areas.

USAID's work with Bolivia has provided food, disaster relief and other emergency assistance to all Bolivians; helped create opportunities for the country's poor; helped build sustainable institutions that deliver a wide range of services to marginalized groups; and helped improve the economic and social welfare of millions. Much has been accomplished throughout the country in rural and urban areas and in the country's nine departments.

In Bolivia, USAID currently supports major programs in the areas of Democracy, Economic Opportunities, Health, Environment, Food Security, and Integrated Alternative Development. Each one of these programs includes a range of project partners and activities that support Bolivian development efforts. A few examples of the impact of USAID-supported initiatives are as follows:

- Integrated Justice Centers, established with the GOB, are helping thousands of Bolivians, who previously had no access to justice, resolve community and household conflicts, obtain birth certificates and thereby access the benefits of citizenship, and exercise their rights.
- Between 2003-2006, over 350 USAID-assisted Bolivian firms have generated over \$43 million in value-added exports and some 3,000 permanent, full-time jobs (with many of the beneficiaries being low-income indigenous women).
- USAID funds Bolivian health non-government organizations (NGOs) like PROSALUD, CIES and PROCOSI, which provide low-cost sustainable health care to more than 1 million Bolivians annually. In 2007, 4,000 Bolivian children were born in these clinics under safe conditions with excellent medical care.
- Bolivia remains the global leader in the management of natural tropical forests with over 9 million of its 32 million hectares of designated forest lands now under approved management plans. Working closely with key stakeholders, USAID has helped Bolivia to become the world's leader in forest certification for sustainable wood harvest and use, with more than 2.2 million hectares of forest voluntarily certified.

- Between 2002 and 2006 nearly one million Bolivians, from over 1,000 communities in the poorest and most food insecure areas of the country, improved their nutrition, incomes, water supply, sanitation, and natural resources management with USAID support.
- With assistance from USAID programs, tens of thousands of families from the Chapare and Yungas areas have found alternatives to coca-growing and now earn their living by exporting bananas, palm hearts, pineapples, specialty coffee and other high quality products to world markets.

USAID places a premium on effectively communicating its work to the GOB and to the Bolivian public and has several ongoing initiatives to strengthen communication. Public outreach, press interviews, public events and project fairs offer a few examples of the kinds of communications activities USAID supports to share stories of its development work and the work of partners with Bolivian audiences.

III. SCOPE OF WORK

A. OBJECTIVE

The objective of this communications activity is to design, produce and execute a communications campaign and products that will increase the GOB's and Bolivian citizens' understanding of USAID-supported activities. To achieve this goal, USAID requires a rapid, critical assessment of existing USAID communications efforts, leading to better receptivity for USAID's program and an overall more effective foreign assistance program. The activity also aims to educate local media regarding the USG foreign assistance program in Bolivia and its achievements over the past 50 years.

The new communications campaign may also communicate public diplomacy messages concerning U.S. foreign assistance on behalf of the overall U.S. embassy in Bolivia, and will complement current/existing communications efforts currently being undertaken by several USAID sectoral development teams (called Strategic Objective Teams (SOTs)), the U.S. embassy, and USAID's implementing partners (contractors and grantees).

B. ILLUSTRATIVE TASKS

The contract awardee will assist USAID by designing and executing a comprehensive communications campaign. Under the supervision of a USAID supervisor (called a Cognizant Technical Officer (CTO)), the awardee will be responsible for performing all tasks required for the fulfillment of this award. Illustrative tasks are as follows:

1. Conduct a baseline assessment to measure Bolivian awareness of and opinions with respect to USAID development work in Bolivia and to identify the segment of the population to whom targeted communications efforts best should be directed. Determine the target audience for the communications campaign and how to reach them (i.e. to whom should USAID's messages be targeted in order to increase awareness of USG foreign assistance in Bolivia).
2. Consult with USAID SOTs and implementing partners to fully understand current USAID communications efforts, ensuring that the new communications campaign complements existing communications activities.
3. Assess current USAID communications efforts to educate identified target populations and general public, regarding Bolivian development successes supported by USAID.
4. Identify 5 to 10 milestones (key achievements) highlighting the key impacts of USAID support to Bolivia over the past 40 years.
5. Prepare, conduct and analyze the results of focus group sessions, both before and after the communications campaign, to develop and fine-tune messages for maximum impact.

6. Provide a written report to USAID with the contractor's analysis and recommendations. Prepare an illustrative action plan that details the activities to be undertaken as part of the communications efforts, including a media plan.
7. Work with USAID to craft final messages in Spanish and other native languages, such as Quechua, Aymara, and Guarani. The messages, at least some of which should feature testimonials from USAID beneficiaries or partners, will be designed to most effectively inform the Bolivian public regarding USAID's development projects and main achievements. The contractor may also explore the possibility of using local spokesperson(s) or celebrity(ies) (individuals well-known by Bolivian audiences) if it is determined that it will result in a more effective campaign.
8. Design and produce all materials deemed necessary for an effective communications campaign (i.e., print ads, radio and television pieces, billboards and other media), at both local and national levels.
9. Design and deliver a program of periodic radio interviews with the U.S. Ambassador and other high level USG officials in Bolivia.
10. Purchase advertising space on behalf of USAID in Bolivia media at competitive rates.
11. Execute all collateral activities requested in this Scope of Work, such as training workshops, etc, as defined in the annual work plan.

C. *DELIVERABLES*

1. A written report in English (see #6 of illustrative activities) (not more than 20 pages) with an analysis of existing USAID communications efforts, as well as recommendations identifying the new campaign's target audience (along with rationale explaining why USAID should be targeting this particular audience) and the implementer's recommendations for a multi-media communications strategy. Due within 45 days of the award signature.
2. A public opinion survey and focus group study that collects information on awareness of and opinions regarding USAID, which will be used to inform the design of the campaign. Offerors are invited to propose low-cost, rapid methodologies for measuring impact and options for modifying communications products to improve efficacy while bearing in mind the need for cost efficiency. Due within 30 days of award signature.
3. Research studies that determines the target audience for the communications campaign and how to reach them (i.e., to whom should USAID's messages be targeted in order to increase awareness of USG foreign assistance in Bolivia). Due 45 days after the award signature.
4. A comprehensive work plan, including a media plan that clearly details the activities to be undertaken by the implementer during the term of the agreement.
5. In close coordination with USAID, implement the media campaign.
6. Production, hiring of media time, and dissemination of promotional materials (e.g. television ads, radio spots, billboards, newspaper ads, etc.) in Spanish and native languages such as Quechua, Aymara and Guarani (as needed), for a four-to-five month period per year nationwide communications campaign. Due 120 days after the award signature.
7. Writing, editing, design, production and printing of up to 10,000 informational brochures for USAID, along with a national institutional document or institutional report (*Memoria*). Placement and distribution of this material may be included within the implementer's responsibilities.

8. Production, hiring of media time, and dissemination of 10 (up to 1 minute) radio spots and 10 (up to 1 minute) TV spots on critical issues requiring rapid response, to be developed and aired at USAID's request. This is in addition to spots described in bullet number 6 above.
9. Design and implementation of informational workshops for local media regarding USAID's assistance to Bolivia.
10. Additional initiatives, as needed (offerors may propose additional initiatives with adequate justification).
11. Quarterly progress reports on the work plan and a final report at the conclusion of the agreement. The first report is due 90 days after the award signature.

D. ILLUSTRATIVE PERFORMANCE INDICATORS

The following are illustrative indicators that may be used and improved upon to measure the success of the activity; the implementer may also suggest additional performance measures that are relevant.

1. Percentage of change in awareness of USAID foreign assistance program among the Bolivian population (according to targeted segments).
2. Percentage increase in positive perception among the Bolivian population (according to targeted segments) of USAID foreign assistance program.
3. Number of TV/radio spots/newspaper ads/billboards produced and aired on Bolivian media, with minutes total and potential audience reached.
4. Number of local journalists attending informational workshops for local media regarding the USG foreign assistance program in Bolivia.
5. Others (offeror should propose a full set of indicators).

E. LEVEL OF COORDINATION

The awarded contractor will provide the services described herein to USAID. The implementer will take technical direction from a USAID officer, the designated Cognizant Technical Officer (CTO) for the contract. Coordination will occur through regular meetings between USAID, the implementer's Chief of Party and others as required. Furthermore, USAID and the implementer will coordinate closely with the U.S. Embassy in Bolivia's Public Affairs Section (PAS) to ensure the Embassy is informed of contract implementation and public diplomacy issues.

[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

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

D.3 BRANDING STRATEGY**Objective:**

Program Name: USAID/Bolivia Communications Activity

Positioning: USAID policy requires exclusive branding and marking in USAID direct acquisitions. Exclusive branding requires the contract to position this program as USAID’s, i.e., the USAID/Bolivia Communications Activity. In order to comply with USAID requirement for exclusive marking, the Contractor will only mark program-related communication materials the USAID Identity. Contractor and subcontractor’s corporate identities are prohibited on all program materials. The only other logo that can be used by the activity would be, where applicable, the host-country government, ministry, other U.S. Government logo, or other donor logo in the event of co-funding. This rule applies to sub-contracts of contracts. Use of the translated version of the logo is preferred on materials for primarily Bolivian audiences. The audiences of the program will be the media, GOB officials, members of Congress, think tanks, NGOs, universities, public opinion leaders, and the general public.

Level of visibility: In the Strengthening Institutions and Policies program, the USAID identity will have a high level of visibility in cases in which its audience needs to grasp the extent of the aid provided by the American people; in cases in which its audience needs to perceive the ownership of the program by the GOB, the visibility will be at a medium level; and in cases in which its audience would react negatively to USAID identity visibility it will be kept at a low profile level. USAID expects a high level of visibility for the program’s activities, however, all communication materials produced under the Contract will require USAID approval to release, publish, or use of data first produced in performance of the Contract.

Anticipated elements of marking plan: Deliverables to be marked include products, equipment and inputs delivered; places where program activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs and any such events. Disclaimers will be used in the case of materials whose publication USAID is funding but not fully supporting in its contents and should read: USAID will not be held responsible for any or the whole of the contents of this publication. USAID’s web page contains the electronic version of the Graphic Standards Manual that is compulsory for all contractors.

[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)	
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
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 La Paz, Bolivia or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

F.2 DELIVERY SCHEDULE

Initial Deliverables	Delivery Date
1. Work Plan (to be revised on a rolling basis every six months covering the next year of performance, for the entire period of performance of the contract), within one month after award.	Within one month of contract award and to be updated and revised every six months thereafter.
2. Performance Monitoring Plan	Within one (1) month after contract award
3. Quarterly Progress Reports	Within ten (10) days of each quarter based on USAID's fiscal year that begins on October 1 and ends on September 30.
4. Quarterly Financial Reporting	Within ten (10) days of each quarter based on USAID fiscal year that begins on October 1 and ends on September 30.
5. Final Report	No later than 90 days after the expiration of the contract. The contractor shall submit a first draft of the final report to USAID no later than 45 after the end of the contract

An expanded list of specific deliverables required to successfully implement the activities under the contract will be determined and finalized at the award stage, and shall include the corresponding delivery dates and approved Marking Plan.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is one year base period with a two 1-year option periods. The estimated contract start date is on/a October 2008 through September 2011 including the base and option year periods.

F.4 PERFORMANCE STANDARDS

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

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth in Section C and the requirements for submission of reports in Section I and in the AIDAR clause 752.242-70, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

Reports:

- First year Work Plan
- Performance Monitoring Plan
- Quarterly Progress Reports
- Quarterly Financial Reporting
- Final Report

F.6 KEY PERSONNEL

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

Title
Chief of Party
Communications Specialist
Communications Specialist

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 Cognizant Technical Officer reasonably in advance (e.g. within ten (10) working days) 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.

[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 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:

USAID/Bolivia
Acquisition and Assistance Office
Ms. Natalie J. Thunberg
Contracting Officer
3220 La Paz Place
Washington DC 20521-3220

Telephone: 591-2-2786445

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is _____ (to be designated after award) at:

USAID/Bolivia
Strategy Operations Services (SOS)
3220 La Paz Place
Washington DC 20521-3220

Telephone: 591-2-2786583

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

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

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

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

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

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

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

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

(c) The CTO 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 CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO'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 CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to 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:

USAID/BOLIVIA
FINANCIAL MANAGEMENT OFFICE
3220 LA PAZ PLACE
WASHINGTON DC 20521-3220

G.6 ACCOUNTING AND APPROPRIATION DATA

TO BE INCLUDED AT TIME OF AWARD

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract 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)	
752.7027	PERSONNEL	DEC 1990

H.2 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.3 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.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

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

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

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

(2) Format.

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

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

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

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

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

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

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

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

H.5 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____.

The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar

(c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 5887787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost, as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(g) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

H.6 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:
Sara Payne or Diane Proctor
(703) 354-1616

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

(b) It is the contractor's responsibility to provide medical evacuation coverage for contractor employees. The State Department website provides possible sources from which you may obtain coverage. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.7 AUTHORIZED GEOGRAPHIC CODE

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

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

[TO BE COMPLETED DURING NEGOTIATIONS]

H.9 LOGISTIC SUPPORT

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

H.10 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultants shall have Spanish language proficiency to perform the required technical services.

H.11 752.7007 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.12 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.

H.13 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

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

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

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

H.14 EXECUTIVE ORDER ON TERRORISM FINANCING

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

H.15 REPORTING OF FOREIGN TAXES

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

b) Contents of Report. The report must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
*An asterisk indicates that the adjacent information is new or substantively revised. 81
- (vi) Any reimbursements received by the Recipient during the period in regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) Reports are required even if the recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c) Definitions. For purposes of this clause:

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

- d) Where. Submit the reports to the Cognizant Technical Officer (CTO), with a copy to Ms. Raquel Peñaloza, Chief Accountant of the Financial Management Office at the following address: USAID/Bolivia, Calle 9 No. 104, Zona Obrajes.
- e) Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f) For further information see: <http://www.usaid.gov/cgibin/goodbye?http://www.state.gov/m/rm/c10443.htm>

H.16 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

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

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

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

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

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

H.17 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.

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
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	JUL 1995
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	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	JAN 2004

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
2.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
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
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2004
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUN 2003
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JUN 2003
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-70	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
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
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

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

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

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

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

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

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

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

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

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

I.4 52.232-25 PROMPT PAYMENT (FEB 2002)--ALTERNATE I (FEB 2002)

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.5 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://www.arnet.gov/far>

AIDAR 752.242-70 Periodic Progress Reports

See CIB 98-21 http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9821.pdf

I.6 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)

- (a) Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- (b) All locally-financed procurements must be covered by source/origin and nationality waivers as set forth in Subpart F of 22 CFR Part 228 except as provided for in 22 CFR 228.40, Local procurement.

I.7 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Cognizant Technical Officer (CTO) is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CTO 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 advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CTO'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 CTO, of planned travel, identifying the travelers and the dates and times of arrival.

I.8 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

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

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

I.9 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docssubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

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

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

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

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

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

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

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

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

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

I.10 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

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

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

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

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

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

[END OF SECTION I]

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

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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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 - CONTRACTOR PERFORMANCE REPORT – SHORT FORM

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

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

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____

(f) Common parent.

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

[] Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

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

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

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

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

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

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

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

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

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

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.7 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

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

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

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

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

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

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

K.8 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

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

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

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

Date of Disclosure Statement:

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

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

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

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

[] YES [] NO

K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY

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

K.10 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

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

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

K.12 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 _____

[END OF SECTION K]

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

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.
- (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 (Completion type) 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:

Hand-Carried or FEDEX/DHL Address:

USAID/BOLIVIA
ACQUISITION AND ASSISTANCE OFFICE
Natalie J. Thunberg
Calle 9 No. 104
La Paz, Bolivia
Fax No. 591-2-2785689

U.S. Mailing Address:

USAID/BOLIVIA
ACQUISITION AND ASSISTANCE OFFICE
3220 La Paz Place
Washington DC 20521-3220

(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://www.arnet.gov/far> AND www.usaid.gov

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The Offeror should submit one (1) original paper copy of a technical proposal in English Language in a sealed envelope which is clearly marked as being in response to this RFP. Offerors shall submit one (1) original of a cost proposal in English Language separately in a sealed envelope indicating that it is in response to this RFP. The Technical Proposal and Cost Proposal must be kept separate from each other. Mark all envelopes to clearly identify the Offeror, RFP, and whether Technical or Cost material is contained therein. 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. Proposals must be signed by an official who is authorized to legally bind the organization.

Proposals may be sent by international air courier or delivered by hand at the designated place, date and time indicated below. If your firm utilize the services of an independent agent in La Paz, Bolivia to deliver proposals, please be certain they understands that additional time may be needed to allow for security review of any packages and that the closing date and time are firm. USAID accepts 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. Any proposal not received in the designated office listed below by the closing date and time will be processed as late. Delivery to the post office or air courier representative does not constitute meeting the statutory requirement that proposals are received timely at the designated office.

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
Attn: Natalie J. Thunberg
Acquisition and Assistance Office
Calle 9 No. 104
La Paz, Bolivia
Telefax: 591-2-2785689
Telephone: 592-2-2786445

Also, Offerors are requested to submit one electronic version of Technical and Cost/Business proposals. **NOTE:** Each email must contain a subject line, which clearly indicates the name of the Offeror and the solicitation number (i.e. sample subject line: "ABCD, Inc – Communications Activity - Technical Proposal (or Cost Proposal) - RFP No. 511-08-018"). Electronic submission shall be made to the following email addresses: maburgos@usaid.gov and nthunberg@usaid.gov. Electronic versions must be compatible with MSWord and/or MSEXcel, in a MS Windows environment. The size of each electronic submission should not exceed of 2 MB and no zip extensions should be used.

PLEASE NOTE: If e-mail is used for proposal submission, please submit the electronic documents early enough for any possible problems to be resolved prior to the overall submission deadline. Electronic document problems are not the responsibility of USAID.

Closing Date and Time as stated on the Cover Letter of the subject solicitation applies only for the submission of electronic version of the proposals. Original hard copies should follow in the regular mail by the next day.

(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.

(d) Proposal Due Date and Location

Proposals must be received by 4:30 p.m. La Paz local time, on September 15, 2008 at the Acquisition and Assistance Office, U.S. Agency for International Development (USAID/Bolivia), Calle 9 No. 104 Obrajes, La Paz Bolivia. (Mailing Address: Natalie J. Thunberg, Contracting Officer, USAID/Bolivia, 3220 La Paz Place, Washington DC 20521-3220). Proposals must remain available for acceptance by USAID for a minimum of ninety (90) days. Facsimile proposals will not be accepted. In order to avoid the customs clearance process, proposals sent via courier should not weigh more than 5 Kg. (10 Lbs.).

(e) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under project conditions; (2) a review of the contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institutions. However, USAID is under no obligation to perform any of the aforementioned activities. Accordingly, Offerors should submit their best proposal initially.

L.7 FORMAT FOR TECHNICAL PROPOSALS

This solicitation contains a list of technical evaluation criteria in Section M. Technical proposals should closely follow requirements as stated in Section C and should begin with a maximum two page executive summary and then be divided into sections corresponding to, and following the order of, the technical evaluation criteria. Additional sections may be added to the technical proposal if the Offeror so chooses. Each section of the technical proposal should be clearly identified, using the title of the appropriate technical evaluation criteria.

The technical proposal of the Offeror shall be a written proposal. Detailed information should be presented only when required by specific RFP instructions. The technical proposal body shall not exceed fifteen (15) standard 8 1/2", single spaced pages using not less than 12 point size type with each page numbered consecutively. The 12 point size requirements does not apply to footnotes and tables, though both of these should be used appropriately and not in place of basic text. Items such as graphs, charts, cover pages, dividers and table of contents are not included in the 15-page limitation. The authorized attachments specified below shall not be counted towards the page limit; however, any attachments other than those specified shall be counted.

Authorized attachments:

- Staffing Plan
- Organizational charts with Position Descriptions
- Level of effort matrix
- Corporate capability statements and statements of work for potential sub-contractors and supporting documents relating to the systems and procedures of the sub-contractor
- Resumes or curriculum vitae of Key Personnel and other staff as specified
- Letters of intent from Key Personnel candidates
- Contractor Performance Report – Short Form for each contractor or sub-contractor listed

L.8 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL

The technical proposal in response to this solicitation will address how the Offeror intends to carry out the Program Description contained in Section C. It must reflect a clear understanding of the results to be achieved and the responsibilities of all parties involved. The technical proposal should be organized according to the technical evaluation criteria listed in Section M and cross-referenced in Section L.

L.9 REQUIRED CONTENTS FOR TECHNICAL PROPOSALS

The Offeror's technical proposal will address the following factors, which are organized according to the technical evaluation criteria specified in Section M of this solicitation. The technical proposal must contain sufficient information to be analyzed and evaluated by USAID/Bolivia completely and fairly under all of the technical evaluation sub-factors.

In addition, offerors are to submit the following:

- A narrative technical proposal, in English (up to 20 pages maximum). The proposal should include the following:
 - A proposed overall communications plan for USAID, addressing the requirements contained within this Scope of Work and proposing the best approach to develop the list of deliverables included in this Scope of Work.
 - A creative concept with all backup material (samples, storyboards or others) that the firm believes would be effective for the USAID communications campaign, consistent with existing USAID's branding and marking policy.
 - A proposed complete and disaggregated budget for the entire campaign, including the analysis, design, production, dissemination, operation and evaluation phases. The media dissemination costs should clearly present the terms of each proposed contract (spaces, cost per second, improved costs by working through the offeror, etc.).

- Annexes to the narrative technical proposal demonstrating the following (one page per item listed below, along with a set of multimedia disks containing the main backup products):
 - Experience in similar campaigns in Bolivia during the last five years, describing challenges, main concepts, products, media plans and results. A portfolio of conducted campaigns should be sent in a CD or DVD, explaining the offeror's particular and specific involvement.
 - Demonstrated experience in communications for governmental or non-profit organizations.
 - Demonstrated experience in conducting polling and focus groups.
 - Identification and brief description of subcontractor companies with whom the offeror intends to work.
 - Resumes of key personnel, as stated below.

1. Technical Approach

The contract to be awarded will focus on contractor performance against a series of deliverables and targets leading to concrete results to be achieved by the contractor. The technical approach must therefore convince USAID/Bolivia that the Offeror has the greatest ability and likelihood to achieve the results and outputs as described in Section C. The Offeror's Technical Approach will include the following:

- a. A proposed overall communications campaign plan for USAID addressing the requirements contained within the Scope of Work in Section C and proposing the best approach to communicate, at a minimum, the list of deliverables included in the Scope of Work in Section C.
- b. A creative concept with all backup material (samples, storyboards or others) that the firm believes would be effective for the USAID communications campaign, consistent with existing USAID's branding and marking policy.

2. Key Personnel

An extremely important aspect of this part of the technical proposal is the quality of the key personnel proposed by the Offeror. USAID/Bolivia has determined that the following positions are "key positions" – (a) Chief of Party, and (b) Two (2) Communications Specialists. The Offeror must include as part of its proposal each candidate's curriculum vitae and have signed letters of intent from each key position candidate confirming their present intention to serve in the stated position and their present availability to serve from the term of the proposed contract. Each letter of intent must commit the candidate to sign a contract with the contractor within a period of up to 90 days from the deadline for submitting proposals, which will enable a timely start-up projected to begin no later than September 2008. The lack of availability of a key personnel candidate within 90 days of proposal submission will be cause for USAID/Bolivia to consider re-ranking the Offeror's proposal.

Offerors shall also include a list of three references for the proposed Chief of Party, including at least one current or former supervisor, with the name, title, organization, nature of professional relationship with the candidate, telephone number and e-mail. USAID reserves the right to interview proposed Chiefs of Party and/or other proposed key personnel as part of the technical evaluation process. Key personnel and staff must be available to travel throughout to Bolivia to attend to contract implementation tasks.

The Offeror must submit to USAID/Bolivia complete information concerning the education, relevant professional experience and specialized skills of the specific key personnel being proposed. This will include the resumes or curriculum vitae (biographical data sheets with salary information should be submitted as part of the cost proposal, not the technical proposal), using standardized formats for resumes and curriculum vitae. The Offeror will also provide Position Descriptions for key personnel and for other professional staff proposed. The Position Descriptions must include specific tasks to be accomplished, roles and responsibilities, and required skills and experience.

All key personnel and short-term field consultants with field interactions who are not native Spanish speakers must have proof of Spanish language ability at a minimum Foreign Service Institute (FSI) testing score of 4/4 speaking/reading level.

Chief of Party:

The proposed Chief of Party should have Master's Degree in the area of communications and at least 10 years of demonstrated, results-oriented experience and leadership in communications (five of them working in Bolivia), along with a track record of delivering communications initiatives in a timely manner. S/he will have extensive experience in advertising and in conducting marketing campaigns, substantive knowledge of public opinion methodologies, and a demonstrated capability of using International Development key concepts, messages and inputs to come up with a campaign able to increase awareness and improve the perception of USAID in Bolivia. S/he will be a team player, preferably with demonstrated experience working collaboratively with a range of public, private, and/or international institutions. S/he will understand International Development communications focus, be client-focused, and be results-oriented. English and Spanish fluency is required.

Other Communications Team Personnel:

The team should also include at least two individuals with strong relevant experience and a solid working knowledge of communications. These individuals should hold university degrees and have at least 5 years of experience in similar activities, including managing teams and communications campaigns, and have a broad understanding of the dynamics of the Bolivian communications market. These individuals will have strong working contacts with the Bolivian media and substantive knowledge of Bolivian public opinion trends. Qualified Bolivian nationals are preferred

3. Past Performance

USAID/Bolivia will evaluate past performance pursuant to the general standards of FAR15.305(a)(2). The Offeror will have a proven track record which includes pertinent information demonstrating the following (one page per item listed below, along with a set of multimedia disks containing the main backup products): (1) experience in similar campaigns in Bolivia during the last five years, describing challenges, main concepts, products, media plans and results. A portfolio of conducted campaigns should be sent in a CD or DVD, explaining the offeror's particular and specific involvement; (2) demonstrated experience in communications for governmental or non-profit organizations; (3) demonstrated experience in conducting polling and focus groups, and (4) identification and brief description of subcontractor companies with whom the offeror intends to work.

In addition to this text, the Offeror will include an attachment which lists: (1) current or past contracts and sub-contracts that are similar in subject matter, size, scope and/or complexity to the Program Description in Section C and (2) lists all contracts with USAID and any other organization that are currently on-going or that have ended within three years of the issuance date of this solicitation. For on-going contracts, the Offeror will list the current Cognizant Technical Officer and his/her e-mail and work phone contacts. To ensure that the same kind of information for conducting reference checks is provided, the Offeror will send a copy of Part 1 (blocks 1 – 9) of the Contractor Performance Report – Short Form for each contract or sub-contract listed. For cases where no past performance report is in the U.S. Government database, the Offeror must provide name(s) and contact information (addresses, e-mail, telephone) for the contract. Once an Offeror's proposal is received, reference checks may be undertaken at any time, at the discretion of USAID/Bolivia. Offerors with no relevant performance history shall identify past or current contracts (including Federal, State, local government, and private) for effort similar to those described in Section C. Offerors are authorized to provide information on problems encountered on the identified contracts and the Offeror's corrective actions.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The Cost/Business Proposal should contain the following components in the order set forth below.

(a) Offerors shall fill out the SF33, entitled “Solicitation and Award,” and place this completed form in the front of its Cost Proposal.

(b) Each offeror shall provide an overall summary budget for the contract period. In addition, a detailed budget for the CLIN listed in Section B (Communications Campaign and Products) is required.

Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with the CLIN and those costs associated with any proposed subcontract. The budgets should be specific for the line item for the entire period for the CLIN and on an annual basis for this line item. It is expected that offerors shall provide this information through the use of detailed spreadsheets and budget notes. The following guidance is provided for the use of the offerors in developing these documents; however, offerors should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic. Please also note that USAID expects contractors to propose reasonable and minimal costs for office space, furnishings and related administrative inputs. Any excessive or “luxury” inputs proposed in the cost proposal shall not be considered.

For the CLIN identified (Strengthening Institutions and Policies) offerors will be asked to include an itemized budget in accordance with Agency policy.

Offerors are required to summarize cost data using development-focused budgeting (DFB) in cost proposals submitted in response to this solicitation. DFB is a customer-based, performance-driven, results-oriented budget system underpinned by outcome management. Outcome management is a management approach that focuses on the development results achieved by providing a service. DFB involves summarizing cost data corresponding to development results/outcomes and approved Operational Plan Program Elements. Cost data must be summarized into DFB/OP categories. If an input serves multiple development results, the offeror must allocate the input across the corresponding results and provide a rationale in the budget narrative for the method used for each allocated input.

In addition, cost proposals must include all supporting input-based budgeting for the DFB summary and other cost formats that comply with instructions for cost proposals (e.g., breakout of costs at the country versus headquarters level) as listed below.

CLIN 001 – Communications Campaign and Products

	Base Year 1	Option Year 1	Option Year 2
<u>Total Direct Labor</u>			
Salary and Wages	\$ _____		
Fringe Benefits	\$ _____		
Travel, Transportation, Per Diem	\$ _____		
Equipment and Supplies	\$ _____		
Subcontracts	\$ _____		
Allowances	\$ _____		
Other Direct Cost	\$ _____		
Overhead	\$ _____		
G&A	\$ _____		
Material Overhead	\$ _____		
Total Estimated Cost	\$ _____		
Fixed Fee	\$ _____		
Total Est, Cost Plus Fixed Fee	\$ _____		

*Individual subcontractors should include the same cost element breakdowns in their budgets as applicable

1. *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.

2. *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.

3. *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.

4. *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.

5. *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.

6. *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.

7. *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.

8. *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.

10. *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.

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

(d) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(e) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by any subcontractors as well.

(f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

(i) Clear explanation of budget narrative for all cost items/categories including staff, consultants, sub-contracting and material handling costs.

(j) How the proposal addresses the local support/logistical/office arrangements in an efficient manner.

(k) How the proposal sets forth the rationale for optimal mix of personnel and the use of rates.

(l) How the proposal addresses USAID reporting and audit requirements and demonstrated and effective use of computerized cost control and accounting systems.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS:

In accordance with Section D of this solicitation, Offeror(s) should submit a preliminary BIP and MP (not to exceed two pages) as a separate annex to the cost proposal. **The BIP and MP will not be a part of the technical evaluation.** Offerors must include all estimated costs associated with the Branding Implementation Plan and the Marking plan of the Communications Activity.

The successful Offeror will submit detailed Branding Implementation Plan (BIP) and a Marking Plan (MP) within thirty (30) days after the contract start date. The approved plans will be incorporated into the Contract.

Branding Implementation Plan (BIP):

A Branding Implementation Plan must be developed by the successful Offeror. It shall describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the contractor will use to deliver the message that the assistance is from the American people.

More specifically, Branding Implementation Plan must address the following:

1. 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.
2. How to publicize the program, project, or activity in Bolivia and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, PSAs, videos, web casts, 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.
3. 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, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

Marking Plan (MP):

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. Accordingly, the Marking Plan shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the identity of USAID. Where applicable, a host-country symbol or ministry 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 ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors’ offices, vehicles, and other non-deliverable items.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION FACTORS FOR AWARD**

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

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.
- (b) The cost proposal will be evaluated by the method described in this Section M.2.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals. The proposed total estimated price and cost elements will be carefully evaluated for reasonableness, completeness, credibility and realism of those proposals found technically acceptable.

M.2 TECHNICAL EVALUATION CRITERIA (100 total points)

- (a) The technical proposal will be evaluated by a technical evaluation committee using the criteria shown in this Section.
- (b) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

A. Technical Approach (50 points total)

Technical and management approach of proposal (How well the proposal is conceived, is creative and innovative, addresses the criteria contained in the Scope of Work and presents a feasible set of cost effective communications activities leading to high an preferably measurable impact).

B. Key Personnel (35 points total)

Qualifications of key personnel and experience in Bolivia (or region) in the past five years with similar activities, especially working with communications for development agencies, public sector, large firms and/or other institutions (35 points total)

C. Past Performance (15 points total)

Organization's past performance and experience in the last five years with similar activities, especially working with communications for development agencies, public sector, large firms and institutions.

M.3 COST EVALUATION CRITERIA (NO POINTS)

USAID will evaluate the total cost proposed for the principal tasks identified in this RFP for task order for realism, completeness and reasonableness. Cost realism will be performed as part of the evaluation process to:

- assess the accuracy with which proposed costs represent the most probable and realistic cost of performance;
- reflect a clear understanding of the requirements; and
- are consistent with the various elements of the applicant's technical proposal.

Proposals will be evaluated by comparing the differences in the value of technical evaluation criteria with differences in cost to the US Government. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the applicants are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority of the proposal, cost may become a determining factor for award.

M.4 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.5 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.

M.6 CONTRACT AWARD- BEST VALUE

- (a) The Government intends to evaluate proposals and may award a contract without discussions. However, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the Offeror's best proposal from both a cost and a technical standpoint.
- (b) Proposals received in response to this solicitation will be evaluated by USAID pursuant to the Federal Acquisition Regulations (FAR) and the Agency for Development Acquisition Regulation (AIDAR). One award will be made on the basis of the Contractor's proposal being the most advantageous to the Government, price and other factors considered.
- (c) In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government.

[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: Libya, Cuba, Iran, North Korea and Syria.

(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

INSTRUCTIONS

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to 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 _____

Authorized for Local Reproduction
Standard Form - LLL-A

**ATTACHMENT 4
CONTRACTOR PERFORMANCE REPORT (SHORT FORM)**

CONTRACTOR PERFORMANCE REPORT - SHORT FORM
PART I: Contractor Information (to be completed by Prime)
1. Name of Contracting Entity:
2. Contract Number:
3. Contract Type:
4. Contract Value (TEC): (if subcontract, subcontract value)
5. Problems: (if problems encountered on this contract, explain corrective action taken)
6. Contacts: (Name, Telephone Number and E-mail address)
6a. Contracting officer:
6b. Technical Officer (CTO):
6c. Other:
7. Contractor:
9. Information Provided in Response to RFP No. :
PART II: Performance Assessment (to be completed by Agency)
1. Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
2. Cost control, including forecasting costs as well as accuracy in financial reporting. Comment:
3. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks. Comment:
4. Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:
5. Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients were identified. Comment:

[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if the spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.]

ATTACHMENT 5
CERTIFICATE OF CURRENT COST OR PRICING DATA

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

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

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

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

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