

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 150
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 623-EA-09-006		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED MAR. 30, 2009
7. ISSUED BY Regional Acquisition & Assistance Office USAID/East Africa P.O. Box 629, Village Market 00621, Nairobi Kenya		CODE		8. ADDRESS OFFER TO (If other than Item 7) SEE INSTRUCTIONS IN SECTION L.6		
6. REQUISITION/PURCHASE NUMBER N/A						

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

SOLICITATION

9. Sealed offers in original and See Sec. L. 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L. 6 until **4:30PM. KENYA** local time **MAY 12, 2009**
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Michael Makosala	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. + 254-20-862 2000 2848		C. E-MAIL ADDRESS mmakosala@usaid.gov
	11. TABLE OF CONTENTS See Attached Table of Contents			

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
		28. AWARD DATE			

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

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SECTION B

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide services that fall within the scope of the work specified in Section C for **Support for Food Security Activities (SFSA)** envisioned to be implemented under individual Task Orders in the East and Southern Africa Region. USAID Task Order Contracting Officers (TOCOs) will request the work through the issuance of task orders during the ordering period as specified in Section F of the contract.

B.2 CONTRACT TYPE AND SERVICES

This is an Indefinite Quantity Contract (IQC). The Government will issue task orders that are one of the following: Firm-Fixed Price (FFP) or Cost Plus Fixed Fee (CPFF) term or completion. The Contractor must perform the services set forth in task orders at prices consistent with section B of this contract.

B.3 MINIMUM OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds in the amount of \$35,000 to cover the minimum order guarantee. USAID is required to order and the Contractor is required to furnish the minimum order amount of services. Upon concurrence of the basic IQC COTR, the specific IQC's minimum order amount may be applied as funding towards the first Task Order issued against specific IQC. Otherwise, the IQC CO may unilaterally deobligate \$35,000 from the specific IQC as soon as the first TO issued against that IQC meets or exceeds the minimum order guarantee.

Following this initial obligation (\$35,000), individual task orders will obligate funds to cover the work required under that task order.

B.4 MAXIMUM CONTRACT CEILING

This is a multiple award Indefinite Quantity Contract for with an overall ceiling price of \$500,000,000 (labor and all other costs and fee). The maximum aggregate dollar value of task orders awarded to all contractors cannot exceed the contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

The number of awards under Support for Food Security Activities is _____ (the number will be inserted by the CO at the time of contract award. See **Section L.6**)

B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE

(a) Obligated Amount. The basic contract includes an initial obligation of funds in the amount of \$35,000 to cover the minimum order amount.

(b) The Total Estimated Cost Plus Fixed-Fee for each task order must be negotiated in accordance with the terms of the IQC contract. In no event may the indirect rates or fixed fee for a task order exceed the ceilings set forth in Section B.7 and B.8 of IQC contract. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, and FAR 52.216-8, Fixed Fee, A-21 (for universities), and A-122 (non-profit).

(c) Fixed Fee Payment. For any task order issued under this contract, at the time of each payment of allowable costs to the Contractor, the USAID paying office ordinarily pays the Contractor a percentage of fixed fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

(1) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the TOCO may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.

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

B.6 INDIRECT COST

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

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

1/Base of Application:

Type of Rate:
 Period:
 Source:

2/Base of Application:

Type of Rate:
 Period:
 Source:

3/Base of Application:

Type of Rate:
 Period:
 Source:

[The offeror having Gov't-approved rates agreement is to complete above, subject to negotiations of the ceiling rates - see Sec. B.7, below]

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

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

B.7 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES AND FINAL PERFORMANCE FOR INDIRECT COSTS

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

(1) The distribution base for establishment of final overhead rates is _____.

(2) The distribution base for establishment of final G&A rates is _____.

[The offeror having Gov't-approved rates agreement is to complete, subject to negotiations of the ceiling rates]

(b) The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

(c) Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates for each of the

contractor's (5) IQC fiscal years and additional (2) if any Task Orders call for performance up to 2 years past the IQC's 5-year ordering period:

<u>Indir. Cost Type</u>	<u>FY 09</u>	<u>FY 10</u>	<u>FY 11</u>	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14*</u>	<u>FY 15*</u>
1. _____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____

[To be completed by the **offeror**]

* The IQC ordering period is 5-years. If TO is placed during final 5th year, performance may continue for up to two additional years.

(d) The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.8 CEILING ON FIXED FEE

For each task order issued under this IQC, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of **fixed-fee** in any individual Task Order exceed percent: _____ **[offeror proposes ceiling percentage]** of the Task Order's estimated cost, excluding fee.

B.9 LABOR

Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation, the full text of which is in section H. Also, please see H.3.(b), L.8(b) and Attachment 6, NOTE 5.

The work-day and work-week policies and method of accounting for paid absences including holidays for the contractor and major subcontractors is subject to individual ordering missions work schedules and will set forth/ negotiated/approved by TOCOs.

Only professional labor categories listed below are authorized to be used in performance of any task order eligible under SFSA IQC. The IQC holder is required to provide suitable/qualified individuals to fill any of positions listed below. The individual's proposed billing rate must not exceed the position's Ceiling rate set forth below for each professional labor category and grade for the applicable year of performance.

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IQC contract **YEAR 1** (Covers Period: Effective award date plus 12 months)

<u>Labor Category</u>	<u>Grade Lvl</u>	<u>Empl. Unburdened</u> (Annual or Daily)		<u>Consultant</u>
		<u>Salary Rate*</u>		<u>Fully-Burdened</u> <u>Daily Rate*</u>
1. Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
2. Deputy Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
3. Grants Manager	Mid-Lvl	\$_____	and/or	\$_____
4. Financial/Accounting Mgr	Sr. Lvl	\$_____	and/or	\$_____
Financial/Accounting Mgr	Mid-Lvl	\$_____	and/or	\$_____
5. Monitoring & Eval. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Monitoring & Eval. Spec.	Mid-Lvl	\$_____	and/or	\$_____
6. Inf./Knowledge Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inf./Knowledge Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
7. Agricul. Market Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Agricul. Market Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
8. Trade Specialist	Sr. Lvl	\$_____	and/or	\$_____
Trade Specialist	Mid-Lvl	\$_____	and/or	\$_____
9. Agribus. Devel. Specialist	Sr. Lvl	\$_____	and/or	\$_____
Agribus. Devel. Specialist	Mid-Lvl	\$_____	and/or	\$_____
10 Producer Organiz. Dev. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Producer Organiz. Dev. Spec.	Mid-Lvl	\$_____	and/or	\$_____
11 Agronomist	Sr. Lvl	\$_____	and/or	\$_____
Agronomist	Mid-Lvl	\$_____	and/or	\$_____
12 Animal Product. & Mkt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Animal Product. & Mkt Spec.	Mid-Lvl	\$_____	and/or	\$_____
13 Irrig./Water Res. Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Irrig./Water Res. Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
14 Post-Harvest Specialist	Sr. Lvl	\$_____	and/or	\$_____
Post-Harvest Specialist	Mid-Lvl	\$_____	and/or	\$_____
15 Human Nutrition Specialist	Sr. Lvl	\$_____	and/or	\$_____
Human Nutrition Specialist	Mid-Lvl	\$_____	and/or	\$_____
16 Ag. Economics/Policy Spec.	Sr. Lvl	\$_____	and/or	\$_____
Ag. Economics/Policy Spec.	Mid-Lvl	\$_____	and/or	\$_____
17 Rural Finance Specialist	Sr. Lvl	\$_____	and/or	\$_____
Rural Finance Specialist	Mid-Lvl	\$_____	and/or	\$_____
18 Human. Assist. Resp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Resp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
19 Human. Assist. Logist. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Logist. Spec.	Mid-Lvl	\$_____	and/or	\$_____
20 Inst./Organiz. Develp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inst./Organiz. Develp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
21 Trng&Human Res. Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Trng&Human Res. Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
22 GIS Analysis Specialist	Sr. Lvl	\$_____	and/or	\$_____
GIS Analysis Specialist	Mid-Lvl	\$_____	and/or	\$_____
23 Comm. Outreach Specialist	Sr. Lvl	\$_____	and/or	\$_____
Comm. Outreach Specialist	Mid-Lvl	\$_____	and/or	\$_____

/TO BE COMPLETED BY IQC CO AFTER ALL NEGOTIATIONS WITH SUCCESSFUL FIRM/

IQC contract **YEAR 2** (Covers Period: the next 12-month period starting from Year 1's end-date)

<u>Labor Category</u>	<u>Grade Lvl</u>	<u>Empl. Unburdened</u> (Annual or Daily)		<u>Consultant</u>
		<u>Salary Rate*</u>		<u>Fully-Burdened</u> <u>Daily Rate*</u>
1. Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
2. Deputy Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
3. Grants Manager	Mid-Lvl	\$_____	and/or	\$_____
4. Financial/Accounting Mgr	Sr. Lvl	\$_____	and/or	\$_____
Financial/Accounting Mgr	Mid-Lvl	\$_____	and/or	\$_____
5. Monitoring & Eval. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Monitoring & Eval. Spec.	Mid-Lvl	\$_____	and/or	\$_____
6. Inf./Knowledge Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inf./Knowledge Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
7. Agricul. Market Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Agricul. Market Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
8. Trade Specialist	Sr. Lvl	\$_____	and/or	\$_____
Trade Specialist	Mid-Lvl	\$_____	and/or	\$_____
9. Agribus. Devel. Specialist	Sr. Lvl	\$_____	and/or	\$_____
Agribus. Devel. Specialist	Mid-Lvl	\$_____	and/or	\$_____
10 Producer Organiz. Dev. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Producer Organiz. Dev. Spec.	Mid-Lvl	\$_____	and/or	\$_____
11 Agronomist	Sr. Lvl	\$_____	and/or	\$_____
Agronomist	Mid-Lvl	\$_____	and/or	\$_____
12 Animal Product. & Mkt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Animal Product. & Mkt Spec.	Mid-Lvl	\$_____	and/or	\$_____
13 Irrig./Water Res. Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Irrig./Water Res. Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
14 Post-Harvest Specialist	Sr. Lvl	\$_____	and/or	\$_____
Post-Harvest Specialist	Mid-Lvl	\$_____	and/or	\$_____
15 Human Nutrition Specialist	Sr. Lvl	\$_____	and/or	\$_____
Human Nutrition Specialist	Mid-Lvl	\$_____	and/or	\$_____
16 Ag. Economics/Policy Spec.	Sr. Lvl	\$_____	and/or	\$_____
Ag. Economics/Policy Spec.	Mid-Lvl	\$_____	and/or	\$_____
17 Rural Finance Specialist	Sr. Lvl	\$_____	and/or	\$_____
Rural Finance Specialist	Mid-Lvl	\$_____	and/or	\$_____
18 Human. Assist. Resp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Resp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
19 Human. Assist. Logist. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Logist. Spec.	Mid-Lvl	\$_____	and/or	\$_____
20 Inst./Organiz. Develp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inst./Organiz. Develp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
21 Trng&Human Res. Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Trng&Human Res. Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
22 GIS Analysis Specialist	Sr. Lvl	\$_____	and/or	\$_____
GIS Analysis Specialist	Mid-Lvl	\$_____	and/or	\$_____
23 Comm. Outreach Specialist	Sr. Lvl	\$_____	and/or	\$_____
Comm. Outreach Specialist	Mid-Lvl	\$_____	and/or	\$_____

/TO BE COMPLETED BY IQC CO AFTER ALL NEGOTIATIONS WITH SUCCESSFUL FIRM/

IQC contract **YEAR 3** (Covers Period: the next 12-month period starting from Year 2's end-date)

<u>Labor Category</u>	<u>Grade Lvl</u>	<u>Empl. Unburdened</u> (Annual or Daily)		<u>Consultant</u> Fully-Burdened	
		<u>Salary Rate*</u>		<u>Daily Rate*</u>	
1. Chief of Party	Sr. Lvl	\$_____	and/or	\$_____	
2. Deputy Chief of Party	Sr. Lvl	\$_____	and/or	\$_____	
3. Grants Manager	Mid-Lvl	\$_____	and/or	\$_____	
4. Financial/Accounting Mgr	Sr. Lvl	\$_____	and/or	\$_____	
Financial/Accounting Mgr	Mid-Lvl	\$_____	and/or	\$_____	
5. Monitoring & Eval. Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Monitoring & Eval. Spec.	Mid-Lvl	\$_____	and/or	\$_____	
6. Inf./Knowledge Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Inf./Knowledge Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____	
7. Agricul. Market Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Agricul. Market Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____	
8. Trade Specialist	Sr. Lvl	\$_____	and/or	\$_____	
Trade Specialist	Mid-Lvl	\$_____	and/or	\$_____	
9. Agribus. Devel. Specialist	Sr. Lvl	\$_____	and/or	\$_____	
Agribus. Devel. Specialist	Mid-Lvl	\$_____	and/or	\$_____	
10 Producer Organiz. Dev. Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Producer Organiz. Dev. Spec.	Mid-Lvl	\$_____	and/or	\$_____	
11 Agronomist	Sr. Lvl	\$_____	and/or	\$_____	
Agronomist	Mid-Lvl	\$_____	and/or	\$_____	
12 Animal Product. & Mkt Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Animal Product. & Mkt Spec.	Mid-Lvl	\$_____	and/or	\$_____	
13 Irrig./Water Res. Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Irrig./Water Res. Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____	
14 Post-Harvest Specialist	Sr. Lvl	\$_____	and/or	\$_____	
Post-Harvest Specialist	Mid-Lvl	\$_____	and/or	\$_____	
15 Human Nutrition Specialist	Sr. Lvl	\$_____	and/or	\$_____	
Human Nutrition Specialist	Mid-Lvl	\$_____	and/or	\$_____	
16 Ag. Economics/Policy Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Ag. Economics/Policy Spec.	Mid-Lvl	\$_____	and/or	\$_____	
17 Rural Finance Specialist	Sr. Lvl	\$_____	and/or	\$_____	
Rural Finance Specialist	Mid-Lvl	\$_____	and/or	\$_____	
18 Human. Assist. Resp. Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Human. Assist. Resp. Spec.	Mid-Lvl	\$_____	and/or	\$_____	
19 Human. Assist. Logist. Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Human. Assist. Logist. Spec.	Mid-Lvl	\$_____	and/or	\$_____	
20 Inst./Organiz. Develp. Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Inst./Organiz. Develp. Spec.	Mid-Lvl	\$_____	and/or	\$_____	
21 Trng&Human Res. Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____	
Trng&Human Res. Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____	
22 GIS Analysis Specialist	Sr. Lvl	\$_____	and/or	\$_____	
GIS Analysis Specialist	Mid-Lvl	\$_____	and/or	\$_____	
23 Comm. Outreach Specialist	Sr. Lvl	\$_____	and/or	\$_____	
Comm. Outreach Specialist	Mid-Lvl	\$_____	and/or	\$_____	

/TO BE COMPLETED BY IQC CO AFTER ALL NEGOTIATIONS WITH SUCCESSFUL FIRM/

IQC contract **YEAR 4** (Covers Period: the next 12-month period starting from Year 3's end-date)

<u>Labor Category</u>	<u>Grade Lvl</u>	<u>Empl. Unburdened</u> (Annual or Daily)		<u>Consultant</u>
		<u>Salary Rate*</u>		<u>Fully-Burdened</u> <u>Daily Rate*</u>
1. Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
2. Deputy Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
3. Grants Manager	Mid-Lvl	\$_____	and/or	\$_____
4. Financial/Accounting Mgr	Sr. Lvl	\$_____	and/or	\$_____
Financial/Accounting Mgr	Mid-Lvl	\$_____	and/or	\$_____
5. Monitoring & Eval. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Monitoring & Eval. Spec.	Mid-Lvl	\$_____	and/or	\$_____
6. Inf./Knowledge Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inf./Knowledge Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
7. Agricul. Market Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Agricul. Market Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
8. Trade Specialist	Sr. Lvl	\$_____	and/or	\$_____
Trade Specialist	Mid-Lvl	\$_____	and/or	\$_____
9. Agribus. Devel. Specialist	Sr. Lvl	\$_____	and/or	\$_____
Agribus. Devel. Specialist	Mid-Lvl	\$_____	and/or	\$_____
10 Producer Organiz. Dev. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Producer Organiz. Dev. Spec.	Mid-Lvl	\$_____	and/or	\$_____
11 Agronomist	Sr. Lvl	\$_____	and/or	\$_____
Agronomist	Mid-Lvl	\$_____	and/or	\$_____
12 Animal Product. & Mkt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Animal Product. & Mkt Spec.	Mid-Lvl	\$_____	and/or	\$_____
13 Irrig./Water Res. Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Irrig./Water Res. Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
14 Post-Harvest Specialist	Sr. Lvl	\$_____	and/or	\$_____
Post-Harvest Specialist	Mid-Lvl	\$_____	and/or	\$_____
15 Human Nutrition Specialist	Sr. Lvl	\$_____	and/or	\$_____
Human Nutrition Specialist	Mid-Lvl	\$_____	and/or	\$_____
16 Ag. Economics/Policy Spec.	Sr. Lvl	\$_____	and/or	\$_____
Ag. Economics/Policy Spec.	Mid-Lvl	\$_____	and/or	\$_____
17 Rural Finance Specialist	Sr. Lvl	\$_____	and/or	\$_____
Rural Finance Specialist	Mid-Lvl	\$_____	and/or	\$_____
18 Human. Assist. Resp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Resp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
19 Human. Assist. Logist. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Logist. Spec.	Mid-Lvl	\$_____	and/or	\$_____
20 Inst./Organiz. Develp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inst./Organiz. Develp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
21 Trng&Human Res. Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Trng&Human Res. Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
22 GIS Analysis Specialist	Sr. Lvl	\$_____	and/or	\$_____
GIS Analysis Specialist	Mid-Lvl	\$_____	and/or	\$_____
23 Comm. Outreach Specialist	Sr. Lvl	\$_____	and/or	\$_____
Comm. Outreach Specialist	Mid-Lvl	\$_____	and/or	\$_____

/TO BE COMPLETED BY IQC CO AFTER ALL NEGOTIATIONS WITH SUCCESSFUL FIRM/

IQC contract **YEAR 5** (Covers Period: the next 12-month period starting from Year 4's end-date)

<u>Labor Category</u>	<u>Grade Lvl</u>	<u>Empl. Unburdened</u> (Annual or Daily)		<u>Consultant</u>
		<u>Salary Rate*</u>		<u>Fully-Burdened</u> <u>Daily Rate*</u>
1. Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
2. Deputy Chief of Party	Sr. Lvl	\$_____	and/or	\$_____
3. Grants Manager	Mid-Lvl	\$_____	and/or	\$_____
4. Financial/Accounting Mgr	Sr. Lvl	\$_____	and/or	\$_____
Financial/Accounting Mgr	Mid-Lvl	\$_____	and/or	\$_____
5. Monitoring & Eval. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Monitoring & Eval. Spec.	Mid-Lvl	\$_____	and/or	\$_____
6. Inf./Knowledge Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inf./Knowledge Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
7. Agricul. Market Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Agricul. Market Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
8. Trade Specialist	Sr. Lvl	\$_____	and/or	\$_____
Trade Specialist	Mid-Lvl	\$_____	and/or	\$_____
9. Agribus. Devel. Specialist	Sr. Lvl	\$_____	and/or	\$_____
Agribus. Devel. Specialist	Mid-Lvl	\$_____	and/or	\$_____
10 Producer Organiz. Dev. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Producer Organiz. Dev. Spec.	Mid-Lvl	\$_____	and/or	\$_____
11 Agronomist	Sr. Lvl	\$_____	and/or	\$_____
Agronomist	Mid-Lvl	\$_____	and/or	\$_____
12 Animal Product. & Mkt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Animal Product. & Mkt Spec.	Mid-Lvl	\$_____	and/or	\$_____
13 Irrig./Water Res. Mgmt Spec.	Sr. Lvl	\$_____	and/or	\$_____
Irrig./Water Res. Mgmt Spec.	Mid-Lvl	\$_____	and/or	\$_____
14 Post-Harvest Specialist	Sr. Lvl	\$_____	and/or	\$_____
Post-Harvest Specialist	Mid-Lvl	\$_____	and/or	\$_____
15 Human Nutrition Specialist	Sr. Lvl	\$_____	and/or	\$_____
Human Nutrition Specialist	Mid-Lvl	\$_____	and/or	\$_____
16 Ag. Economics/Policy Spec.	Sr. Lvl	\$_____	and/or	\$_____
Ag. Economics/Policy Spec.	Mid-Lvl	\$_____	and/or	\$_____
17 Rural Finance Specialist	Sr. Lvl	\$_____	and/or	\$_____
Rural Finance Specialist	Mid-Lvl	\$_____	and/or	\$_____
18 Human. Assist. Resp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Resp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
19 Human. Assist. Logist. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Human. Assist. Logist. Spec.	Mid-Lvl	\$_____	and/or	\$_____
20 Inst./Organiz. Develp. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Inst./Organiz. Develp. Spec.	Mid-Lvl	\$_____	and/or	\$_____
21 Trng&Human Res. Devel. Spec.	Sr. Lvl	\$_____	and/or	\$_____
Trng&Human Res. Devel. Spec.	Mid-Lvl	\$_____	and/or	\$_____
22 GIS Analysis Specialist	Sr. Lvl	\$_____	and/or	\$_____
GIS Analysis Specialist	Mid-Lvl	\$_____	and/or	\$_____
23 Comm. Outreach Specialist	Sr. Lvl	\$_____	and/or	\$_____
Comm. Outreach Specialist	Mid-Lvl	\$_____	and/or	\$_____

/TO BE COMPLETED BY IQC **CO** AFTER ALL NEGOTIATIONS WITH SUCCESSFUL FIRM/

* Each position's Employee salary or Consultant rate is set forth (above) as the Ceiling rate for the IQC contract-year as indicated. Performance crossing over to the next contract-year (except when cross-over is attributed to the

contractor's sole failure to complete all work on schedule resulting in no-cost extension) will use the new applicable year's Ceiling rate as basis for negotiation.

If new task order is negotiated (within the IQC ordering period) and performance needs to continue beyond the IQC 5-year ordering period (however all performance must be completed within the 2-year period of the IQC's terminal date), the contractor may propose and TOCO may negotiate increase of up to 10% to Employee or Consultant's burdened (applicable only to the Consultant's unburdened base fee) Salary or Daily Rate ceiling set above in this Matrix for each one-year period past the IQC's terminal date, using Year 5 base-salary or consultant's base-fee as basis from which to escalate. Any increase must not result in the IQC Maximum Contract Ceiling (\$500,000,000) set forth in Section B.4 to be exceeded. Request to negotiate the position's Salary or Daily Rate Ceiling increase(s) of up to 10% attributed to the contractor's failure to complete all work on schedule resulting in no-cost extension causing performance to continue past the IQC ordering period will NOT be considered. Similarly, if contractor fails to complete all work scheduled to be completed during the first year past the IQC ordering period and requests a no-cost extension, the up to 10% salary increase (if requested for the extension crossing over to the final year of authorized performance) will NOT be considered.

B.9.1 Labor Category brief position description and skill set - see Note at the end of this section B.9.1

1) Position Title: Chief of Party;

Education: MS, MBA, or other post-graduate degree

Work Experience: Must have at least ten years of relevant and progressive work experience in developing country(ies).

Supervisory Experience: Must have at least five years of progressively more responsible supervisory work experience including:

1. Direct supervision of professional and support staff
2. Quality evaluation of staff performance and deliverables
3. Contract management

Position Description: The Chief of Party shall have the authority and responsibility to administer individual Task Orders, and as necessary coordinate communications and support for multiple task orders. Task order responsibilities may include, but are not limited to the following:

1. Technical leadership for and supervision of consultant staff
2. Quality control and timeliness of all deliverables
3. Preparation or supervision of work plans, financial, logistical and other documents
4. Review of all financial and logistical information on a periodic basis
5. Recommendation and evaluation of proposed staff
6. Serving as primary point of contact for the contractor to the USAID Contracting Officer and Cognizant Technical Officer
7. Serving as principal liaison with USAID staff, institutions, and client country partners to exchange information and develop professional relationships
8. Making verbal or written presentations as requested by the COTR to varied audiences

2) Position Title: Deputy Chief of Party

Education: MS, MBA, or other post-graduate degree

Work Experience: Must have at least five years of progressively more responsible international work experience.

Supervisory Experience: Must have at least three years of progressively more responsible supervisory work experience including:

1. Direct supervision of professional and support staff
2. Quality evaluation of staff performance and deliverables
3. Contract management

Position Description: The Deputy Chief of Party shall have the authority and responsibility to administer individual Task Orders, and as necessary coordinate communications and support for multiple task orders in the absence of the Chief of Party. Task order responsibilities may include, but are not limited to the following:

1. Technical leadership for and supervision of consultant staff
2. Quality control and timeliness of all deliverables
3. Preparation or supervision of work plans, financial, logistical and other documents
4. Review of all financial and logistical information on a periodic basis
5. Recommendation and evaluation of proposed staff
6. Serving as alternate point of contact for the contractor to the USAID Contracting Officer and Cognizant Technical Officer
7. Serving as secondary liaison with USAID staff, institutions, and client country partners to exchange information and develop professional relationships
8. Making verbal or written presentations as requested by the COTR to varied audiences

3) Position Title: Grants Manager

Education: Masters degree;

Work Experience: Mid-level; must have at least six years relevant work experience

Supervisory Experience: Capacity to train and mentor

Position Description: Set up and manage sub-grants programs, including planning, selection, monitoring and evaluation, etc.

4) Position Title: Financial/Accounting Managers

Education: MS, MBA, or other post-graduate degree in business or finance/accounting;

Work Experience: Senior level; Must have at least six year years of progressively more responsible international contract work experience.; mid-level, must have at least three years of relevant experience

Supervisory Experience: Required at Senior Level

Position Description: The Financial/Accounting Specialist will provide administrative support in the planning, implementation and evaluation of project, financial and accounting controls.

5) Position Title: Monitoring and Evaluation Specialist

Education: MS or other higher degree in a relevant subject matter area.

Work Experience: Senior level; must have at least six years of progressively more responsible international work experience in evaluation.; Mid-level, must have at least three years of relevant experience

Supervisory Experience: Capacity to train and mentor

Position Description: Monitoring and Evaluation Specialist may be asked to carry out activities such as assisting partners to develop Performance Monitoring Plans and reporting indicators, and plan and lead evaluations.

6) Position Title: Information/KNOWLEDGE Management Specialist

Education: MS or higher degree in information management or a related subject matter area,

Work Experience: Senior level must have at least six years of progressively more responsible international work experience; Mid-level, at least three years of international experience

Supervisory Experience: Capacity to train and mentor

Position Description: The Information Management Specialist may be asked to carry out activities such as:

1. Assessing the information management needs and opportunities of client institutions
2. Identifying appropriate operational policies, actions and approaches to strengthen the information management systems.

7) Position Title: Agricultural Market Development Specialist

Education: MS degree in agribusiness or MBA in marketing, or other higher degree

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience; mid level: must have at least three years of international experience

Supervisory Experience: Ability to train and mentor,

Position Description: Responsible for practical analysis of final markets, market chains, and input marketing systems. Responsible for developing practical mechanisms for identifying needs and designing systems for providing g services, capacity-building, and other technical assistance for reducing transactions costs and improving farmers' access to markets.

8) Position Title: Trade Specialist

Education: Masters or other higher degree in economics, agricultural sciences, or agribusiness

Work Experience: Senior level: must have at least five years of progressively more responsible international work experience. Mid-level - must have at least three years of relevant experience.

Supervisory Experience: Ability to train and mentor

Position Description: Must be able to:

1. Conduct analysis
2. Provide guidance to public and private partners on issues and challenges

9) Position Title: Agribusiness Development Specialist

Education: MS in agribusiness or MBA or other higher degree

Work Experience: Senior level: Must have at least six years of progressively more responsible international work experience; mid-level: must have at least three years of relevant experience

Supervisory Experience: Ability to train and mentor.

Position Description: The Agribusiness Development Specialists must be able to:

1. Assess agribusiness and commodity competitiveness and growth potential relevant to increasing market access for smallholders
2. Assess value chain efficiency, cost effectiveness and competitiveness
3. Prepare necessary business plans
4. Provide technical assistance to partners

10) Position Title: Producer Organization Development Specialist

Education: MS or other higher degree in Agricultural Economics, Agribusiness or related discipline

Work Experience: Senior level - must have at least six years of progressively more responsible international work experience. Mid-level -- must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: Producer Organization Development Specialists may be asked to:

1. Design training plans for producer organization development
2. Design agribusiness strategies and investment plans for profitably sourcing and marketing producer organization products
3. Provide technical assistance to producer organizations

11) Position Title: Agronomist

Education: MS or other higher degree in agronomy or related discipline

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience; mid-level: three years of relevant experiences.

Supervisory Experience: Capacity to train and mentor

Position Description: The Agronomist may be asked to:

1. Assess productivity and cost of production
2. Review agronomic conditions and provide appropriate recommendations for varieties and management practices

12) Position Title: ANIMAL PRODUCTION and MARKET SPECIALIST

Education: MS or other higher degree in Animal Science, Veterinary Medicine, or related discipline

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience; mid-level: three years of relevant experiences.

Supervisory Experience: Capacity to train and mentor

Position Description: The Animal Production Specialist may be asked to:

1. Design programs for the improvement of animal production systems to increase productivity and meet market demand
2. Evaluate potential improvements in promising value chains for livestock products, to grow markets and stimulate regional trade

13) Position Title: Irrigation or Water Resources Management Specialist

Education: MS or other post-graduate degree in irrigation and/or water resources management, or a related subject matter area.

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience; mid-level: at least three years of relevant experience

Supervisory Experience: Capacity to train and mentor

Position Description: The Water Resources Management Specialist may be asked to carry out activities such as:

1. Assess the current status and effectiveness of irrigation, watershed, or water resources management practices, policies, and institutions
2. Lay out participatory approaches to irrigation or water resources planning and management for preparation of strategies and implementation of programs

14) Position Title: Post-Harvest Specialist

Education: MS or other post-graduate degree in food science technology, agricultural engineering or related discipline

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level, must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Post Harvest Technical Specialist may be asked to:

1. Assess post-harvest technologies and practices appropriate for local conditions and provide appropriate recommendations for up-grading and up-scaling in response to market demands
2. Develop training programs and out reach information systems to ensure that best practices are employed

15) Position Title: Human Nutrition Specialist

Education: MS or other post-graduate degree in human nutrition

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Human Nutrition Specialist may be asked to:

1. Analyze the impact on human nutrition of alternative interventions, to guide to project design, planning and implementation
2. Participate in project implementation, as well as monitoring and evaluation

16) Position Title: Agricultural Economics/policy Specialist

Education: MS or other post-graduate degree in agricultural economics

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Agricultural Economist/Policy Specialists may be asked to:

1. Provide cost-benefit, social impact, or other analysis of project interventions
2. Evaluate the economic and economic impacts of alternative interventions and/or policies

17) Position Title: Rural Finance Specialist

Education: MS, MBA, or other post-graduate degree in finance or banking

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Rural Finance Specialist may be asked to:

1. Conduct institution-specific analysis and review of local financial institutions
2. Conduct workshops on risk management, program design, etc.
3. Analyze available systems and recommend approaches that improve management, organizational development, etc
4. Develop warehouse receipts programs

18) Position Title: Humanitarian Assistance Response Specialist

Education: MA, MS, or other post-graduate degree in a field related to humanitarian assistance practice

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Humanitarian Assistance Response Specialist may be asked to:

1. Conduct situation-specific food security analysis
2. Conduct workshops on program design, etc
3. Develop and assess food aid responses to humanitarian crises
4. Develop and assess voucher and cash transfer response to humanitarian crises

19) Position Title: Humanitarian Assistance Logistics Specialist

Education: MA or MS or other post-graduate degree in field related to humanitarian assistance or logistics.

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Humanitarian Assistance Logistics Specialist may be asked to:

1. Conduct situation-specific analysis of humanitarian crises
2. Conduct workshops on program design, etc
3. Analyze available logistics systems and recommend approaches that improve efficiency, management, organizational development, etc

20) Position Title: Institutional/Organization Development Specialist

Education: MS or other post-graduate degree in a related social science subject matter area.

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Institutional/Organizational Development Specialist may be asked to carry out activities such as:

1. Assessing the institutional development needs and opportunities of client institutions
2. Identifying appropriate operational policies, actions and approaches to strengthen the development of client institutions
3. Assisting client institutions develop their vision and mission statements, plan and carry out short- and long-term development plans,

including personnel development, financial management, program implementation, monitoring and evaluation, communications and outreach

21) Position Title: Training & Human Resources Development Specialist

Education: MS or other post-graduate degree in relevant field.

Work Experience Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience.

Supervisory Experience: Capacity to train and mentor

Position Description: The Training & Human Resources Development Specialist may be asked to carry out activities such as:

1. Conducting training needs assessments
2. Identifying appropriate training, facilitating or carrying out training courses as appropriate
3. Advising on procedures for monitoring and evaluating the impact of training efforts

22) Position Title: GIS Analysis Specialist

Education: MS or other post-graduate degree

Work Experience: Senior level: Must have at least six years of progressively more responsible international work experience in Geographical Information Systems, with applications focused in agriculture and disaster mitigation. Mid-level: must have at least three years of relevant experience

Supervisory Experience: Capacity to train and mentor

Position Description: Provide technical leadership, training, and support for the collection of geo-referenced data, their combination with other data layers, and analysis tailored to the needs of the programs.

23) Position Title: Communications and Outreach Specialist

Education: MS or other post-graduate degree in public relations, communications, or other related subject matter area.

Work Experience: Senior level: must have at least six years of progressively more responsible international work experience. Mid-level: must have at least three years of relevant experience..

Supervisory Experience: Capacity to train and mentor

Position Description: The Communications and Outreach Specialist may be asked to carry out activities such as:

1. Assessing communication needs
2. Identifying and implementing appropriate communication activities and programs

Note: It is anticipated that offerors and their partners will provide highly qualified senior- and mid-level technical personnel, and will draw upon regional and local partners for more junior staff, while at the same time building up their capacity and experience. In all of the labor categories,

the positions are listed as requiring at least a Masters degree. Nevertheless, highly experienced professionals with a Bachelors degree or other qualifications may be proposed for these positions, as long as they have at least 10-12 years of relevant experience and are the most qualified and appropriate candidates for the task at hand.

B.10 TASK ORDER LIMITATIONS

(a) Cost-Plus-Fixed-Fee (CPFF) Task Orders. When issuing CPFF task orders, the TOCO must state in the task order the total estimated cost plus fixed fee, which is the total amount of the task order and the maximum amount the Contractor may be paid without the advance written approval of the cognizant Contracting Officer. This maximum amount represents the negotiated mix of the prime contractor's and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, indirect costs and fixed fee.

(b) Firm-Fixed-Price (FFP) Task Orders. When issuing FFP task orders, TOCOs must state in the task order the firm-fixed-price, which represents the total amount of the task order and the maximum price the contractor may be paid to perform the services, reports, or other deliverables in the task order.

(c) Minimum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than **\$100,000**, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than **\$100,000** and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

(d) Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than **\$30,000,000**, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of **\$30,000,000** and awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the Contracts terms and conditions.

(e) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities; or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the cognizant Contracting Officer, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

[END SECTION B]

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK Support for Food Security Activities (SFSA)

BACKGROUND

The long-term trend of rising commodity prices presents both opportunities and threats to food security in the Eastern and Southern Africa region. The USAID/East Africa mission is establishing an Indefinite Quantity Contract (IQC) called the Support for Food Security Activities (SFSA). This as a new mechanism for USAID missions in this region to undertake food security-related activities and programs in a timely manner. Tasks to be implemented under this IQC will develop production, marketing and trade in staple food crops and livestock products as a means of enhancing food security¹. In addition, humanitarian assistance activities and programs under this IQC will mitigate the negative impact of rising commodity prices on food security. The geographic scope of activities that will be ordered under this IQC will be the Common Market for Eastern and Southern Africa (COMESA) Regional Economic Community (REC) plus Tanzania.²

The USAID/East Africa regional Mission has three mandates:

1. Implement regional programs
2. Manage limited- and non-presence country programs in Eastern and Central Africa, and
3. Provide technical expertise and core services to bilateral USAID missions within the region

USAID/East Africa serves as a regional platform to provide coordination and leadership in one of the world's poorest and most unstable regions, and promotes the integration of programs among the regional Mission, the bilateral Missions and other USG offices. Services to bilateral mission include technical and coordination support as well as support on contracting and legal services. The SFSA IQC will be managed by the office of Regional Economic Growth and Integration (REGI) in close consultation with the regional office of Food for Peace.

USAID/EA/REGI manages cutting edge regional development programs in agriculture, trade and environment/natural resources management. The Regional Food for Peace Office backstops P.L. 480 Title II emergency and non-emergency programs in the region, with the goal of reducing food insecurity through development relief programs and through humanitarian assistance.

¹ Staple foods in this document refer to grains, roots and tubers, bananas, beans and pulses, and livestock products.

² COMESA member states currently include Burundi, Comoros, Democratic Republic of Congo (DRC), Djibouti, Egypt, Eritrea, Ethiopia, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Sudan, Swaziland, Uganda, Zambia, and Zimbabwe. If a planned tripartite agreement between the East African Community (EAC) and the Southern Africa Development Community (SADC) is finalized, the geographic scope of this IQC may be expanded to include additional relevant member states.

OBJECTIVES

The objective of this IQC is to provide a mechanism for all USAID missions in the region (servicing the COMESA member states plus Tanzania) to engage in agricultural productivity, agricultural market facilitation, value chain development, trade facilitation and regulatory and policy reform, humanitarian assistance projects and other activities that promote food security. It will also serve to build up a regional knowledge base based on experience in addressing production, marketing, value chain and trade constraints to economic growth, and pro-market provision of humanitarian assistance.

Activities and programs implemented through the SFSA IQC will support the implementation of the Comprehensive African Agricultural Development Program (CAADP) and the efforts of key African institutions to increase investments in agriculture and promote regional trade and integration. SFSA contractors will be expected to partner with public and private African organizations at the regional and national levels, including NGOs, private firms, farmer organizations.

REGIONAL CHALLENGES

The Eastern and Southern Africa region faces increasingly severe and frequent food security crises. Recurrent droughts, floods, armed conflicts and other shocks, slow growth in agricultural productivity, and a range of local factors have led to uncertain food supplies and highly variable prices.

Food security crises are becoming progressively more frequent and more severe, and trigger ever larger responses in the form of food aid and other types of emergency assistance. This assistance is provided primarily through the Food for Peace Title II programs and through grants by the Office of Foreign Disaster Assistance (OFDA). Implementing partners to these programs include Non-governmental Organizations (NGO) Cooperating Sponsors (CSs) and International Organizations such as the World Food Programme (WFP).

Millions of small-scale, chronically food insecure farm households are able to produce a variable portion of their own food needs. However, they face very high levels of risk, and many are trapped in a vicious cycle of selling food at low prices at the time of harvest, only to buy the very same kinds of food back at much higher prices a few months later. A wide range of programs supported by national governments and by donors are working with communities of smallholders to increase food production.

Emergency assistance programs alone cannot meet the needs of the region. Emergency and development must come together to provide farmers with new sets of skills to manage farming as a business, and provide access to credit and other kinds of support to increase farmers' productivity. Within USAID, programs are supported by grants and contracts supported by Title II Development Relief, OFDA, and development assistance. Programs include distributing seeds, tools, and fertilizers, and diffusing improved technologies of various kinds, while, on the other hand, mainstreaming private sector led and demand-driven production, input supply and marketing systems. Overall investments have been insufficient. There is a tremendous unmet need for wide scale adoption of improved varieties and seeds, soil, water, and agronomic management.

Advances on the production side alone will not transform smallholder agriculture. Significantly increased, coordinated support is needed for the development of viable market institutions and facilities that will support

orderly markets and structured trade in staple foods and livestock products, improving the mechanisms for linking chronically food insecure smallholder producers with reliable markets.

LINKAGES TO OTHER USAID AND AFRICAN INITIATIVES

The activities under this IQC will link to many related USAID and other donor-funded programs as well as many African-led initiatives. Just a few of those are mentioned below:

CAADP: Through the Comprehensive African Agriculture Development Plan (CAADP), African governments have committed themselves to increasing investments in agriculture. Programs are organized under four pillars:

- I) Soil and water management
- II) Improving infrastructure and market access.
- III) Food Security improved humanitarian response
- IV) Improved productivity

COMESA: Under Pillars II and III of CAADP, COMESA recently launched the Alliance for Commodity Trade in Eastern and Southern Africa (ACTESA). The goal is "Increased regional integration and improved competitiveness of staple food markets, leading to broad based growth and decreased food insecurity". Key institutional innovations include warehouse receipt systems, which provide farmers with a way to access reliable markets at reduced price risk and also provide a source of credit finance. But these and other market innovations, eventually including crop insurance, commodity exchanges, etc, can only succeed if farmers can be organized, trained, and supported to link into them, providing the reliable supply and consistent quality of products that markets demand.

Global Food Security Response: The Global Food Security Response is a broad, U.S. government response to mitigate the immediate impacts and address the underlying causes of the recent increases in global food prices. It is closely aligned with the African-led CAADP and programs supported by other development partners. The response comprises three interrelated pillars that support each other to target the immediate consequences and the underlying causes of this emerging crisis:

1. Provide an immediate humanitarian response by increasing emergency food aid and expanding non-food assistance;
2. Undertake urgent measures to address causes of the food crisis by increasing agricultural productivity, alleviating transportation, distribution and supply-chain bottlenecks, and promoting sound market-based principles; and
3. Address a global policy agenda to address the systemic causes of high food prices, including support for trade liberalization and increased use of advanced agricultural technologies.

Activities under the Global Food Security Response will address the underlying causes of food insecurity in the region, removing barriers to the trade of staple foods, and reducing the time and cost of regional trade. Activities may also include implementing local and regional purchase (LRP) of food aid, and providing food aid and other forms of humanitarian assistance, both through direct distribution as well as through voucher or cash transfer systems. Local purchase refers to the process of buying food aid commodities in the same country where the food aid is distributed; regional purchase is

the purchase of these commodities in a different country in the same region. The ability to procure food aid commodities locally and regionally offers an exceptional opportunity to meet humanitarian needs in an efficient and timely fashion, fill pipeline gaps prior to the arrival of food shipped from the U.S., and increase the total amount of life-saving food aid U.S. assistance resources can provide in response to the current food security crisis. In addition to its value as a tool for rapid humanitarian response, local and regional procurement has the potential to strengthen and expand commercial markets, stimulate local and regional production, and strengthen market institutions and services, ultimately reducing emergency food aid requirements.

Agricultural Competitiveness and Trade (ACT) Program: ACT is a five year major USAID/East Africa program that will focus on Reducing Barriers to Trade, increasing access to markets through regional value chain focus, building capacity and increasing US-Africa trade and regional integration. It will be implemented via an agreement to COMESA and by a contract called COMPETE.

Regional Enhanced Livelihoods in Pastoral Areas: RELPA is a USAID/East Africa program that works towards enhancing the resilience of pastoralists and improving their livelihood options in the "Mandera Triangle" of northern Kenya, southern Ethiopia and western Somalia. It also promotes improved livestock policies, improved animal health and improved natural resources management. Livestock and animal products are important for food security.

ANTICIPATED DEMAND

It is anticipated that USAID/East Africa and bilateral USAID missions within the geographic scope of this IQC (all COMESA countries plus Tanzania) will develop Requests for Task Order Proposals (RFTOPs) for a variety of activities related to increasing productivity, market access, and food security for smallholder farmers, as well as facilitating regional trade in staples, including livestock and livestock products. Missions may also use this IQC to undertake activities related to local and regional purchase (LRP) of commodities to meet relief needs. They may organize systems for LRP that strengthen, rather than parallel or side-track, sustainable market systems. Programs may also move down the distribution chains and become involved in the management of innovative safety net and assistance programs involved with food aid distribution, perhaps including vouchers and cash transfer programs. It is anticipated that approximately 15 percent of the total value of task orders may be for local and regional purchase and activities related to helping beneficiary populations transition from dependence on food aid and other kinds of relief into market-oriented production.

SCOPE OF WORK (SOW)

The SFSA IQC is designed to provide an efficient, rapid mechanism for the implementation of both regional and bilateral activities. Firms that become part of SFSA, their partner organizations, and their sub-contractors/sub-grantees will have the opportunity to submit proposals, in response to task orders, to implement both large and small projects in support of significant improvements in the productivity, market competitiveness of farmers, and reduction of barriers associated with trade of staple food and livestock in the region, some of which will include development-oriented humanitarian response.

Anticipated contractor general responsibilities under Task Orders include: 1) the mobilization of sub-contractors/sub-grantees and others, 2) the preparation and management of sub-grants within the framework of USAID's guidelines and regulations, 3) the provision of technical and advisory services, training, and other services. Each Task Order will specify expected deliverables/results, performance benchmarks and ceiling price.

TECHNICAL TASKS

The contractors will be required to provide expert technical assistance performing discrete Task Order SOWs in the following technical areas:

1. *Agricultural Productivity*
 - a. Technology development and transfer to farmers;
 - b. Seed and input supply systems;
 - c. Soil and water management;
 - d. Crop and animal management;
 - e. Post-harvest technology and storage; and
 - f. Credit and financial services.
2. *Market Facilitation and Value Chain Development*
 - a. Producer/Trader association development;
 - b. Business development services;
 - c. Market information delivery, through mobile phone, radio and other media channels;
 - d. Storage and warehousing, warehouse receipts programs;
 - e. Financial services; and
 - f. Public-private partnerships, and corporate social responsibility.
3. *Trade Facilitation, Regulatory and Policy Reform*
 - a. Trade and transit facilitation, and customs reform;
 - b. Quality and SPS standards;
 - c. Contracts;
 - d. Finance; and
 - e. Intellectual property.
4. *Humanitarian Response*
 - a. Food aid management;
 - b. Local and regional procurement of food aid;
 - c. Design and management of voucher and cash transfer relief systems; and
 - d. Nutrition relief and education, and food fortification.
5. *Information and Knowledge Management*
 - a. Synthesis of experiences and best practices;
 - b. Development and use of training materials; and
 - c. Foster communities of practice through web-based and other mechanisms.
6. *Organizational development*
 - a. Capacity building/strengthening of African organizations, private sector associations.
7. *Evaluations, analyses, workshops, regional coordination meetings and other short-term tasks related to the scope of work*

This list of tasks is minimum technical task areas and should not be considered all-inclusive. The scope of technical assistance required to cover

potential activities that are necessary to address the problems and impediments to staple foods productivity, competitiveness and trade in COMESA member states plus Tanzania, including special attention to link vulnerable groups to markets and economic opportunity. It is expected that programs supported through Task Orders will provide sub-contracts and grants to African regional organizations, private sector associations, NGOs, and other partners, leading to African-led sustainability of activities.

[END 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

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

D.3 BRANDING STRATEGY

(a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(b) The Contractor shall develop a broad Branding Implementation Plan (BIP) for the IQC to describe how generally the program deliverables (under future Task Orders) will be branded. The BIP (to be enclosed as **attachment** to Technical and Cost Proposals - see Section J) must contain:

- Program Name** :
- Branding** : The branding shall incorporate the message that the assistance is "from the American People and by USAID"
- Desired Level of Visibility** : USAID identity must be prominently displayed in: commodities or equipment; infrastructure projects; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and promotional and informational products; and events.
- Organizations to Be Acknowledged** : The branding may acknowledge other organizations deemed as partners of an event or deliverable.

The Marking Plan (MP) is required from the holders of the basic SFSA IQC when requested to submit proposal in response to a RFTOP. Marking Plan instructions will be given by the ordering RFTOP CO and, in general, shall enumerate all of the public communications, commodities, infrastructure projects, program materials, events, deliverables, and other items that will be marked with the USAID identity or brand.

(c) Each request for task order proposals (RFTOP) under this IQC will request a program-specific MP. For each task order, the Contractor shall develop a detailed Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the contracting officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. The contractor will clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the contractor is acting as USAID's agent. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, or any successor branding policy.

[END 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)	
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID/East Africa or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR identified in Section G (or TOCOTR - see below) has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

A TOCO may designate a COTR for a specific task order. If so, the task order COTR (TOCOTR) may inspect and accept all services, reports and required deliverables or outputs if specified in the task orders.

[END 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
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PERIOD OF PERFORMANCE (CPFF)

The ordering period for this contract is five (5) **years** from the date of award of the contract.

Although task orders may be issued at any time during this ordering period, two constraints apply to the period of performance for task orders. First, the period of performance for a task order may not go beyond **two (2) years** after the end of the ordering period. Second, a TOCO may not award a task order for a period of performance that goes more than five (5) years into the future at the time the order is either awarded or extended by modification.

F.3 PERFORMANCE STANDARDS

Evaluation of the contractor's performance on the future task orders will be in accordance with the performance standards set forth in the specific Task Order and it shall form the basis of the contractor's permanent performance record.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the clause at **Section I.7**, "Periodic Progress Reports," the Contractor shall submit the following deliverables or outputs to the COTR specified in accordance with Section I:

(a) Contents Of Periodic Progress Reports

(1) Performance Monitoring Reports (PMRs). The Contractor shall submit performance reports summarizing progress of the major activities

in process during the period in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate. In addition, beginning with the second PMR, and continuing subsequently with even numbered PMRs, the Contractor shall include a section which discusses any salient programmatic trends that can be distilled from major activities that are in process or recently completed; and, highlights unresolved or on-going administrative/ bureaucratic constraints to the Contractor's optimal performance; an update of which will be used as part of future award evaluations. PMRs shall also include information on the issuance and monitoring Grants under Contracts (GuCs) programs as specified by the COTR.

(2) Contract Financial Report. The contractor shall submit a contract financial report including the following:

(i) Notification of New Task Order Report Content:

- (1) Task Order number,
- (2) Mission/Bureau contracting the task order,
- (3) Period of Performance,
- (4) CO,
- (5) COTR,
- (6) Ceiling Price, and
- (7) Initial Obligated Amount.

(ii) Modifications to Existing Task Orders Report Content, to include a short description of any of the following changes to existing task orders:

- (1) Incremental funding,
- (2) Time extensions,
- (3) Change of CO and/or COTR, and
- (4) Completion of work.

(3) The above reports shall be submitted within 30 days of the three-month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31.

(4) The contractor shall submit the reports to the COTR identified in Section G of the Schedule, who will forward the reports to the responsible Contracting Officer.

(5) The contractor shall promptly notify the Contracting Officer and COTR of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract.

(b) Accrual Reports

The contractor shall submit an estimated accrual report to the cognizant technical office for the task order:

- (1) Total amount obligated,
- (2) Total amount invoiced for,
- (3) Total amount expended but not yet invoiced for,
- (4) Remaining unexpended funds.

The contractor shall submit these reports to the COTR identified in Section G of the Contract on March 31, June 30, September 30, and December 31.

(c) Language of Reports and Other Deliverables

All reports and other deliverables shall be in the English language, unless otherwise specified by the USAID/W COTR or in a task order.

(d) Meetings

The contractor shall be responsible for attending semi-annual meetings with the COTR.

(e) REPORTS

(1) The cover page of all deliverables required hereunder shall include the USAID Identity (or the name of the Agency written out) prominently displayed, the contract number (see the cover page of this contract), Contractor name, USAID project office (USAID/EA/FFP), the publication or issuance date of the document, document title, author name(s), project number, and project title. Descriptive information is required whether Contractor-furnished products are submitted in paper or electronic form. All materials shall include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.

(2) Hard copy reports, if requested by the USAID COTR, shall be prepared on non-glossy paper (preferably recycled and white or off-white) using black print. Elaborate art work, multi-color printing, and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides (see also Section E. of this contract).

(3) Electronic formats shall be submitted with the following descriptive information:

(i) Operating system format, e.g., DOS or Macintosh compatible;

(ii) Name of application software used to create the files on the diskette, e.g., Microsoft Word 2007;

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

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

(f) Distribution to COTR and Briefing

(1) Distribution of Task Orders to IQC COTR

One copy of each new task order issued under this IQC must be forwarded to the IQC COTR within 7 calendar days of receipt by the Contractor.

(2) Briefings

Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel shall brief the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the Cognizant Technical Officer (COTR) for this contract, Contractor personnel will brief the IQC COTR upon return from each assignment and provide copies of any documents generated under individual task orders.

F.5 TASK ORDERS

(a) Task Orders may be issued by East and Southern Africa-based Contracting Officers covering COMESA member countries including Tanzania. Additionally, Task Orders against this IQC may be issued by the USAID/Washington-based Contracting Officers when benefiting one or more COMESA member state or Tanzania. The procedures in (c) and (e) of this section must be followed.

(b) Each task order will carry a specific task order number which will be cited on each invoice placed against this contract.

(c) In no event shall the aggregate total of all task orders exceed the Maximum Ordering Limitation authorized in the contract. All task order statements of work and performance periods shall be within the scope of work and effective period of this contract.

Within three (3) calendar days of executing a new Task Order (or modifications revising the Task Order's Ceiling Price), TOCO must send Michael Makosala (or his successor), the SFSA IQC award Manager, an email at: mmakosala@usaid.gov providing information about Task Order's Ceiling Price, total LOE person-days (only if Term form Task Order was negotiated), or any subsequent adjustment to the above. Failure to comply may result in contracting activity determined ineligible to place future new task orders against SFSA IQC.

(d) The FAR and AIDAR clauses/provisions included in the contract are applicable to task orders as issued based on their individual scopes of work. Clauses and provisions remain applicable throughout the terms of the contract and task orders.

(e) All Statements of Work and estimated budgets for prospective Task Orders must be cleared, in writing, by the COTR for the Basic IQC prior to RFTOP issuance.

F.6 FAIR OPPORTUNITY TO BE CONSIDERED

(a) General

The IQC holders to be considered for fair opportunity procedures will be listed by modification upon all contract awards.

All East and Southern Africa mission Contracting Officers (includes Mission Directors and Executive Officers) may issue task orders within their

delegated authorities to provide desired services within the scope of Section C. The basic IQC Cognizant Technical Officer (COTR) must review the prospective task order requirement or statement of work (SOW) and agree that it complies with the SOW for the basic (IQC) contract before the task order CO may begin the fair opportunity process. Task Order Contracting Officers (TOCOs) must negotiate and administer task orders in accordance with the ordering procedures set forth herein. The TOCO must provide each Contractor a fair opportunity to be considered for each task order (also referred to as "order") exceeding \$3,000 issued under this contract unless one of the exceptions described in paragraph (b) Fair Opportunity Exceptions, applies. All Contractors (or all Contractors designated under a specific sector) must be contacted and provided the opportunity to be considered before award of all task orders. Although Contractors are not required to submit a proposal for every task order request, all Contractors interested in providing services under the task order must submit a proposal, inclusive of price. NOTE: The Task Order CO (TOCO) must request (copying IQC CO) and obtain the IQC COTR's written determination concerning the minimum obligated amount (\$35,000) satisfying the minimum order guarantee (\$35,000) disposal (see **Section B.3** MINIMUM OBLIGATED AMOUNT).

(b) Fair Opportunity Exceptions

All Contractors will be given a fair opportunity to be considered for task orders over \$3,000, unless the TOCO determines that one of the following statutory exceptions applies:

(1) An urgent need exists, and seeking competition would result in unacceptable delays.

(2) Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized.

(3) The order must be issued on a sole source order basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. For a follow-on task order that implements an activity designed under another order under this contract, this exception may only be used if the TOCO complied with the Organizational Conflicts of Interest limitations in Contract Information Bulletin 99-17 "Organizational Conflicts of Interest".

(4) To satisfy contract minimum award obligations.

(5) Small business set aside. In accordance with the authority granted in the Appropriations Act used to fund the award of this basic contract, USAID may directly place task orders with any category of small or small disadvantaged business that received a prime contract award from the same solicitation that resulted in the award of this contract. If the firm was a certified small business at time of award, it remains a small business for consideration hereunder for the contract period of performance.

(i) Single small business award. USAID may directly place a task order with the small business prime under this exception.

(ii) Multiple small business awards. All small business contractors are required to have up to date corporate capability statements. The contractor may opt to: a) keep an updated capability statement on their website, and provide an email notification of the update and website link to their IQC COTR, or b) provide the capability statement directly to the IQC COTR if a website is not available. The IQC COTR will be responsible for reviewing the corporate capability information. Corporate capability at a minimum should include: past performance reports (NIH or PPIRS reports), past experience (if not evaluated through NIH or PPIRS) and expertise of employees.

The following is the process for using the small business exception:

(A) As currently required, the TOCOTR submits the scope of work to the IQC COTR for review to determine if their requirement falls within the IQC scope of work.

(B) The IQC COTR provides corporate capability information for the small businesses to the TOCOTR.

(C) The TOCOTR reviews the corporate capability information and provide a brief, written recommendation (not a justification) to the TOCO on which contractor he/she recommends for an award. No need to go to the next steps below.

(D) If corporate capability is equal, the TOCOTR will need to follow the established RFTOP procedures in (d)(3)(i) below ("For task orders estimated to be equal to or less than US\$100,000"). The TOCO is responsible for final selection, negotiation, and task order award. Please note that the \$100,000 threshold does not apply when using the small business exception and fair opportunity procedures.

(c) Classified Task Orders - NOT APPLICABLE TO SFSA REQUIREMENTS

In accordance with Section H.5 of this contract, USAID may award a classified task order under this contract. Because USAID participates in the National Industrial Security Program (see FAR 4.4 and ADS 567), the COTR and CO must follow the procedures in ADS 567, particularly the requirement to include security specifications in the Statement of Work for a contract or task order. Any contractor under this multiple-award (insert sector name) IQC that has not been granted either an interim or final Secret level facility clearance by the Defense Security Service (DSS) may be determined to be ineligible to be considered for a classified task order. If time permits, the CO may allow a contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified task order in anticipation of DSS granting the clearance before the task order must actually be awarded. However, doing so is on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the CO must award the classified task order to the contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

(d) Request for Task Order Proposal

(1) Individual task orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract. Only the Contracting Officer for the IQC contract may modify the IQC contract to change the scope, period, or maximum ceiling.

(2) Unless one of the Fair Opportunity Exceptions in section (b) applies, the terms of this contract require that whenever a task order award is contemplated, all contractors will receive a request for a task order proposal and that all task order proposals must include the contractor's cost or price to perform the anticipated task order. The TO proposal request must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a description of the intended services and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection may be based upon information obtained from other than the contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price, but may also include one or more technical factors such as corporate experience, personnel, or relevant past performance (in other contracts as well as in earlier orders under this contract, including quality, timeliness, cost control, and using small business concerns, per AAPD 02-06). When making the final selection, the TOCO should also consider the potential impact on other orders placed with the contractor and the minimum ordering requirements of the contract. Although contractors may elect not to submit a proposal, when they do, they must comply with the page limitations for proposals described in section (d)(3); USAID will not evaluate any pages that exceed these limits.

(3) The following are the thresholds and corresponding procedures for proposals for task orders:

(i) **For task orders estimated to be equal to or less than US\$100,000:** In accordance with the general procedures in (d) above, the Task Order Cognizant Technical Officer (TO COTR) will request a task order proposal from each contractor after coordinating the terms of the RFOP with the TOCO. The TO COTR may not ask for more than a two (2) page cost proposal, and if the TO COTR deems it necessary, may also ask for a technical proposal of no more than three (3) pages (page limit does not include resumes, graphs, or past performance information). The TO COTR is not authorized to undertake discussions or negotiations with the contractors. After applying the evaluation criteria stated in the request, the TO COTR drafts a brief memorandum to the TOCO recommending that the task order be awarded to the contractor that most successfully addresses the evaluation criteria. The TOCO is responsible for final selection, negotiation, and task order award.

(ii) **For task orders estimated to be more than US\$100,000 and equal to or less than US\$2,000,000:** In accordance with the

general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TO CO may not ask for more than a two (2) page cost proposal from each Contractor, and if the TO CO, with the concurrence of the TO COTR, deems it necessary, may also ask for past performance information, or for a technical proposal of no more than ten pages (page limit does not include resumes, graphs, and past performance information). Once the Contractor is selected, the TOCO may ask for a more detailed proposal (technical or cost) if needed.

(iii) **For task orders estimated to be more than US\$2,000,000:** In accordance with the general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TOCO may use the simplified procedure in (d)(ii) above. The TOCO has discretion to decide how much documentation above the minimum set forth above is needed to assess the technical capability and cost of each Contractor.

All Contractors interested in being considered for the task order must submit a proposal in accordance with the TOCO's request for task order proposal instructions. The information that the TOCO requests from each Contractor must be the minimum needed.

(4) To obtain services or other deliverables that are within the scope of this contract, the TOCO may issue orders using any of the pricing types specified in the contract.

(5) Contractor(s) must respond to the RFP within the number of calendar days stated in the Request for Task Order Proposal.

No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.

(e) Task Order Award

The Contractor must not commence work until authorized by the TOCO.

(f) Task Order Administration

Task Order Extensions (non-funded). The TO COTR has the authority to extend the Contractor's performance under the task order beyond the estimated completion date set forth therein, provided that:

- This approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order,
- Performance must not extend beyond 60 calendar days from the original estimated completion date set forth in the task order, and
- Performance must not extend beyond the end of the period of performance in Section F of the IQC.

Prior to the original estimated completion date, the Contractor must provide a copy of the Task Order Technical Officer's written approval for any extension to the term of the task order to the TOCO; in addition, the Contractor must attach another copy of the TO COTR's approval for such

continued performance under the task order to the completion voucher submitted for payment.

(g) Right to Procure from Other Sources

The Government, under the terms of this IQC, retains the right to procure similar services from other sources during the period of this contract.

(h) Ombudsman

If a Contractor believes its organization has not been fairly considered for a particular task order, it may present the matter to the TOCO. If the Contractor disagrees with the TOCO's explanation or decision, it may request a review of the TOCO's decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting information from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at <http://www.usaid.gov/business/ombudsman.html>. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, M/OAA, Room 7.08-092, 1300 Pennsylvania Ave., N.W. Washington, DC 20523. E-mail AandAOmbudsman@usaid.gov.

F.7 KEY PERSONNEL

(a) The Contractor shall furnish key personnel as stated in Task Orders.

(b) The key personnel specified in task orders are considered to be essential to the work being performed there under. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer (or from TOCOTR if TOCO delegated this authority in writing).

F.8 CONTENTS OF TASK ORDERS

Task Orders should include the following (as appropriate):

- (a) Source of Funds and Fiscal Data;
- (b) Total Estimated Cost/Ceiling Price;
- (c) Obligated Amount (which shall constitute the maximum liability on behalf of the Government);
- (d) Statement of Work (SOW) or Performance Work Statement (PWS) that is based upon performance standards, deliverables and results to which the contractor shall be held;

- (e) Budget (including identification of the Expanded Object Class Code (EOCC) series, and including the costs of Labor, Other Direct Costs (ODCs));
- (f) Place of Performance;
- (g) Period of Performance;
- (h) Logistic Support;
- (i) USAID and Other Officials (e. g., cognizant CO & COTR);
- (j) Language Requirements;
- (k) Deliverables/Results;
- (l) Special Requirements/Relevant Information (e.g., source/origin waivers);
- (m) Task Order Number and Contract Number;
- (n) Government-Furnished Property, if any, to be furnished to the contractor;
- (o) Authorized Work-Week;
- (p) Key/Essential Personnel; and
- (q) Payment Office.

F.9 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-06, ISSUED FEB. 26, 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 (COTR). 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 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 COTR, 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: 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)(1) 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.

[END SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following AIDAR clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date).

NUMBER	TITLE	DATE
	USAID ACQUISITION REGULATION (48 CFR Chapter 7)	
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 CONTRACTING OFFICER

(a) For the Basic IQC:

USAID/East Africa
Office of Acquisition and Assistance
P.O. Box 629 Village Market
00621 Nairobi, Kenya
Contracting Officer: _____ [To be completed by CO upon award]
Phone : +254 20 862-2000
Email: _____ [To be completed by CO upon award]

(b) For Task Orders:

The Contracting Officer executing the individual Task Order will retain cognizance of contract administration for that Task Order.

G.3 COGNIZANT TECHNICAL OFFICER (COTR)

(a) For the Basic IQC:

USAID/East Africa
Name _____ [To be completed by CO upon award]
P.O. Box 629 Village Market
00621 Nairobi, Kenya
Email: _____, ph: _____ [To be completed by CO upon award]

(b) For Task Orders:

Each Task Order issued hereunder will indicate a COTR for that particular order. The COTR will be responsible for technical oversight for that specific Task Order.

G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT - IQC MANAGER

The contractor's primary point of contact on IQC award is:

Name: _____ [To be completed by the offeror]
Email: _____ [To be completed by the offeror]
Phone: _____ [To be completed by the offeror]

G.5 PAYING OFFICE

The contractor must submit invoices to the payment office indicated on the Cover Page of each Task Order. Generally, this will be the USAID overseas field Mission from which the funds for the Task Order are provided or, for Missions without their own Controller, the regional office responsible for that Mission.

G.6 ACCOUNTING AND APPROPRIATION DATA - Basic IQC award

Budget Fiscal:
Operating Unit:
Strategic Objective:
Team/Division:
Benefiting Geo Area:
Expanded Object Class Code (EOCC):
Amount Obligated:

[The above section will be completed by CO upon award]

G.7 CONTRACTOR'S PAYMENT ADDRESS

Firm's Name: _____ [To be completed by the offeror]
POC for Payments: _____ [To be completed by the offeror]
POC's email: _____ [To be completed by the offeror]
Street Address: _____ [To be completed by the offeror]
_____ [To be completed by the offeror]

G.8 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 Contracting Officer, by separate designation letter, authorizes the COTR to take any or all action with respect to the following which

could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

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

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

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

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

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

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

LIMITATIONS: The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR 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) In the separately-issued COTR designation letter, the CO designates an alternate COTR to act in the absence of the designated COTR, in accordance with the terms of the letter.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms

and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

(f) In case of a conflict between this contract and the COTR designation letter, the contract prevails.

[END 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 1152.252-2 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)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 1997

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

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

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

H.3 752.7007 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(b) or 731.371(b), as applicable, however also see Section L.8 (b) and **IMPORTANT NOTE 5** in **Attachment J. 6**. (no requests for exceeding USAID CST will be entertained).

H.4 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 specified in section H.3 above unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(3) Where applicable, salaries of the locally hired staff should follow the specific Mission Compensation Plan (MCP) to the extent MCP position's responsibilities are close match with the contractor's.

(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 5% 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.3 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.5 SECURITY CLEARANCE

(a) Task orders under this contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this contract for any classified task order, the requiring office for the task order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified task order. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or task orders that do not require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified task order, the contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this contract, the contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this contract for any classified task order if the contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic contract is not classified, the contractor may request a Secret level facility clearance at any time after the contract is awarded in order to be eligible for consideration for a classified task order. The COTR from the office sponsoring the IQC is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TO COTR is responsible for managing the clearance requirements for any classified task orders.

At the time of award, the contractor does [] does not [] have a Secret level facilities clearance. [offeror to complete as appropriate]

The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance. If the contract is not terminated, the contractor is prohibited from being considered for or being issued any future classified task orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this contract or under a task order issued against this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under a classified task order, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime contract/task order.

(g) The Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt of the "Visit Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first.

H.6 DEFENSE BASE ACT (DBA) INSURANCE

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:
Diane Proctor (703) 813-6506 or Taunya Jones (703) 813-6504

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

H.7 752.228-70 Medical Evacuation (MEDEVAC) Services (April 2006) (Pursuant to class deviation OAA-DEV-2006-1c, AAPD 06-01)

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable,

and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

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

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

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

NOTE: USAID does not have a Medevac service provider. Contractors must meet this requirement in the most efficient manner. The following link is provided as a courtesy:

http://travel.state.gov/travel/tips/health/health_1185.html.

H.8 AUTHORIZED GEOGRAPHIC CODE

The IQC itself is subject to geographic code "000". The authorized geographic code(s) for future specific orders will be specified in the individual Task Orders. See **Attachment J.1** for USAID geographic code definitions.

H.9 LOGISTIC SUPPORT

The contractor shall be responsible for all logistics, procurement, personnel, management, and finance aspects of the program. These include, but are not limited to mobilizing rapidly; hiring and training staff; setting up offices; establishing logistics systems to support in-kind procurement; establishing and maintaining security and emergency systems (please see **Attachment J.8** for more information); purchasing office equipment and vehicles; establishing communications and information systems; developing and maintaining procurement and financial systems; and providing varying amounts of funds to their field offices on short notice in countries where there are no or limited banking institutions. Contractors will be working in an environment where they will have to overcome significant challenges, destroyed or damaged infrastructures, lack of security, restricted movement of U.S. citizens, scarcity or lack of banking and currency exchange institutions, and the lack of adequate communication services.

H.10 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultants shall have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the required language capability as required by the task order.

H.11 SUBCONTRACTING PLAN REPORT FOR INDIVIDUAL CONTRACTS AND SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ [offeror to insert] is hereby incorporated as a material part of this contract. The contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (Design Services)

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

H.13 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (Indefinite Quantity Contract) (Evaluation Services)

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the contractor gains access to proprietary information of other company (ies) in performing this evaluation, the contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it as furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST: RESTRICTION ON USE OF INFORMATION (Audit Services)

This contract calls for the Contractor to provide certain audit services for USAID. To guard against the possibility that the Contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contracts which it will audit hereunder, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE, OR MAKE AVAILABLE TO ANYONE, FOR THE PURPOSE OF PREPARING PROPOSALS OR ANY OTHER DOCUMENTS IN RESPONSE TO A SOLICITATION FOR A CONTRACT OR TASK ORDER, ANY PROPRIETARY, COST, OR OTHERWISE SENSITIVE BUSINESS INFORMATION OBTAINED AS A RESULT OF AN AUDIT.

The contractor must agree with the companies that it audits to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

H.15 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract or any task orders awarded under it may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the CO/COTR.

H.16 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference in Section I), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR's written concurrence with the assignment of individuals outside the United before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.17 REPORTING OF FOREIGN TAXES

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

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

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Agreement number(s).
- (4) Amount of foreign taxes assessed by a foreign Government [each foreign government is to be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance 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).
- (6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
- (7) The final report is an updated cumulative report of the interim report.
- (8) Reports are required even if the contractor/recipient did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

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

Awarding Task Order USAID Mission
Office of the Controller

cc: Task Order COTR.

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

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

H.18 USAID DISABILITY POLICY (DECEMBER 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-17)

(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 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 women and children with disabilities.

H.19 SUBCONTRACTING CONSENT

Approved Subcontractors: The following list constitutes the approved subcontractors under this contract:

[CO to complete at the time of award]

H.20 GRANTS UNDER CONTRACT

The Head of the Contracting Activity (HCA) for the ordering activity must provide written approval to allow task orders for a USAID-direct contractor to execute grants up to \$100,000 (unless a deviation is obtained to have this threshold increased) with US organizations (not-for-profits or for-profits), providing conditions in ADS 302.3.4.8 are met. For non-US organizations there is no ceiling unless a fixed obligation grant is executed in which case the ceiling is \$250,000.

If not provided by USAID, the contractor shall develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria, competition, cognizant Contracting Officer approvals,

etc.). If the grants formats and field guide are not provided before award to the Contracting Officer, the contractor shall obtain approval from the Contracting Officer within (45) days after award.

The contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the contract and ensure

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the contractor, and
- (3) sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract or task order close-out.

All grants must be closed out no later than the end date of the task order. Reporting requirements shall be in accordance with Section F.

H.21 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

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

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

termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

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

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

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

H.22 CODE OF CONDUCT FOR THE PROTECTION OF BENEFICIARIES OF ASSISTANCE FROM SEXUAL EXPLOITATION AND ABUSE IN HUMANITARIAN RELIEF OPERATIONS

The Contractor confirms that it has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct is consistent with the Inter-Agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment;
- Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense;
- Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
- Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, s/he must report such concerns via established agency reporting mechanisms.
- Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have

particular responsibilities to support and develop systems which maintain this environment.

H.23 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor 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.

[END 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 FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007
52.204-2	CERTAIN FEDERAL TRANSACTIONS SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	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	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN	JUL 2005

	PENSIONS (PRB)	
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
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	APR 2008 OCT 2001
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	APR 2008
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DEPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA---GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996

52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I (FEB 2002)	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989 APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JAN 2006)	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. -FLAG COMMERCIAL VESSELS	FEB 2006
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	(undated)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST	JUN 1993

	DISCOVERED AFTER AWARD	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
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
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008

Under this contract, no construction is envisioned. However, if a minor construction is part of larger activity, the clauses below are provided for "flow-down" purposes. Included herein is a listing of construction-related clauses that are to be incorporated into task orders, as appropriate. This list does not relieve the contractor of their responsibility to ensure all appropriate clauses are incorporated into sub-agreements as required.

52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND	APR 1984

IMPROVEMENTS		
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-27	SITE VISIT (CONSTRUCTION)	FEB 1995
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designates, in the Schedule. Such orders may be issued from effective date of the IQC through the IQC completion date (also see F.2., Period of Performance).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of **\$30,000,000**;
 - (2) Any order for a combination of items in excess of **\$50,000,000**;

(3) A series of orders from the same ordering office within (60) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of *any one* requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b),

unless that order (or orders) is returned to the ordering office within (3) business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the task order's maximum period of performance expiry.

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

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

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

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to

pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

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

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

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

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

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

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (9), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

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

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

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

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or office of Federal Contract Compliance Programs;

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

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

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

I.6 PERIODIC PROGRESS REPORTS (JUL 1998) (CONTRACT INFORMATION BULLETIN [CIB] 98-21, ISSUED AUGUST 12, 1998)

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

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

I.7 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (CIB 01-21)

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and

services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

I.8 Additional Clauses

The CO may unilaterally incorporate additional required clauses post-award when such was not included due to omission, is new and is in response to direct (or indirect) Congressional or the USG Executive Branch order.

[END SECTION I]

SECTION J - LIST OF ATTACHMENTS

Certain attachments are forms to be completed and submitted with the proposal (technical or cost). Hard copies of all attachments are found immediately following Section M. Some of the attachments which are forms can also be accessed at: <http://www.usaid.gov/forms/>

If downloaded from the <http://fedbizopps.gov> site RFP's form/attachment is not clear, the prospective offeror must go to the link (in paragraph above) and obtain clear copy. No individual requests for providing copies of form will be filled.

Attachment J.10 is offeror-generated.

- ATTACHMENT J.1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
(Informational)
- ATTACHMENT J.2* - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
(To be included in the Cost proposal)
- ATTACHMENT J.3* - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
(To be included in the Cost proposal)
- ATTACHMENT J.4* - SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE
(To be included in the Cost proposal)
- ATTACHMENT J.5 - DD 254 DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS (including Supplemental Security Guidance for Item 13)
(The need for IQC holder to have access to/handle classified documents is not envisioned - the form may need to be completed if TOCO determines existence of such need)
- ATTACHMENT J.6* - COST/PRICE EVALUATION MATRIX
(To be included in the Cost proposal)
- ATTACHMENT J.7 - LIST OF ORGANIZATIONS PARTICIPATING IN OCT. 27, 2008 PRE-SOLICITATION CONFERENCE
(Informational)
- ATTACHMENT J.8 - OPERATIONAL SECURITY - General Information
(Informational)
- ATTACHMENT J.9 - Oct. 27, 2008 Pre-Solicitation POWER POINT PRESENTATION
(Informational)
- ATTACHMENT J.10*- Offeror-proposed Branding Implementation Plan (See Sec.D.3)
(to be submitted with Cost and Technical proposal)

Notes:

* Submission of completed Attachment or Plan denoted by asterisk is **required**.

[END SECTION J]

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

The representations, certifications and other statements as provided herein are applicable to task orders based on their individual scopes of work.

**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)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(AUG 2003)

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

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990 (All other professional & technical services).

(2) The small business size standard is \$7.0 million.

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

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The

offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

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

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

K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: _____

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of interim Exemption.

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

CAUTION: Offerors currently required 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.4 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

If the **offeror** checked "Yes" above, the offeror shall-

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

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

K.5 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.6 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 SECTION K]

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Full electronic text is available at USG or USAID public domain (CO will not make full text available).

The offeror is **cautioned** that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<<http://arnet.gov/far/>> (FAR) <<http://www.usaid.gov/pubs/ads/300/aidar.pdf>>
(AIDAR; a Word version of the AIDAR is also available at
<<http://www.usaid.gov/pubs/ads/300/>>)

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

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, 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 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 be the next working day.

(b) **Amendments to solicitations.** If this Solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors are **reminded** to complete STANDARD FORM 33, **Block 14** to indicate their offer is submitted based on the **entire RFP Solicitation including Amendment(s)** - must be specified, if any are issued, otherwise the offer may be excluded from consideration.

(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 evaluation factors in the solicitation.

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal 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 multiple Indefinite Quantity Contracts resulting from this solicitation. The individual (future) task orders will be one of the following: Firm-Fixed Price (FFP) or Cost-Plus-Fixed Fee (CPFF), term or completion.

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

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

Tad Findeisen
Contracting Officer
USAID/EA/RAAO
Fax number: + 254 20 862-2680 or -2682

(b) The copy of any protest shall be received in the office designated immediately above and, additionally, faxed to USAID general Counsel's Office 202/216-3055, within one day of filing a protest with the GAO.

L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) Multiple Award. The U. S. Government anticipates awarding approximately (3) contracts and (0) small business set-aside(s) as a result of this Solicitation. The Agency reserves the right to award more or less awards than the anticipated number of contracts stated above.

(b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an Offeror does not understand the instructions in this Solicitation, then it should send email with specifics to cafrica@usaid.gov and copy to mmakosala@usaid.gov requesting clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet that deadline.

This RFP describes **ALL** known specifics associated with this Solicitation's requirements. No further amplification of Section C or Annex will be made, if requested. If prospective offeror notes inconsistencies or conflicting information in the body of this Solicitation document or discovers

substantive error(s) which may require explanation or correction, these should be communicated by email to: cafrica@usaid.gov and copy to mmakosala@usaid.gov **not later** than (15) calendar days from the RFP issuance date. The subject line must state: "RFP: 623-EA-09-006 - Issues". Please identify RFP section/sub-section and page number where error/inconsistency is detected. USAID reserves the right not to respond to communications received after this date. If the nature of communication (must be received within 15-day window stated above) necessitates posting additional information or clarifications, an Amendment will be issued. RFP closing date is intended to **remain unchanged**. Offerors are encouraged to regularly access FebBizOps during the entire period the RFP remains open in order to be familiar with Amendment(s) issued, if any.

(c) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) Pre-award Survey. 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 the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.

(e) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

(1) Completion of Standard Form 33, Blocks 12 through 18;

(2) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;

(3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and

(4) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(f) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

L.6 DELIVERY INSTRUCTIONS

(a) Proposals in response to this RFP must be submitted as electronic media to the issuance office. The media is to be either compact disk(s) or email with attachments. Emails with attachments must be no larger than 4MB per email and no more than (6) attachments per email and sent to cafrica@usaid.gov and copy to mmakosala@usaid.gov. Emails with attachments and compact disks (one for technical and one for cost proposals) must use Microsoft Windows

RFP 623-EA-09-006

Office Suite 2003, or be Adobe Acrobat version 8 or 9 Portable Document Format (PDF) files or another software application compatible with either MS Windows Office Suite 2003 or Adobe Acrobat version 8. Do NOT send compressed files, leave all files "unzipped" in submissions. There is no limit on the number of emails that may be sent just the size of each email. Delivery of proposals as paper copy is however acceptable.

DELIVER/ADDRESS OFFER TO:

BY HAND

U. S. Agency for
International Development
USAID/East Africa/RAAO
c/o American Embassy
United Nations Avenue, Gigiri
Nairobi, Kenya
Ref: RFP No.: 623-EA-09-006
Contact: Michael Makosala, USAID/EA/RAAO

BY MAIL

U. S. Agency for
International Development
USAID/East Africa/RAAO
Unit 64102
APO AE 09831-4102
Ref: RFP No.: 623-EA-09-006
Attn: Michael Makosala,
USAID/EA/RAAO

(i) via regular mail - All mail is subject to US Embassy electronic imagery scanning methods and physical inspection. Ensure the package is sealed and clearly marked: Technical or Cost/Business Proposal in Response to **RFP#: 623-EA-09-006**, USAID/East Africa/RAAO.

Regardless of delivery method used Proposals must be received by the Issuing Office (see NOTE at the page bottom) no later than the **Closing Time and Date stated on this Solicitation's face page (SF-33, Block 9)**. Offerors are advised to allow sufficient lead-time for proposal delivered (by any method of delivery above) to the Government's proposals first entry-point to reach the final point of proposal receipt before the RFP's closing time and date.

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

(iii) regardless of the method used, the Technical Proposal and Cost Proposal must be kept separate.

(iv) the proposed Branding Strategy and Marking Plan will be in accordance with ADS 320.3.2.1.

(b) Questions concerning this Solicitation must be received via email only to: cafrica@usaid.gov and copy to: mmakosala@usaid.gov no later than (15) calendar days after Solicitation issuance date. No questions will be responded to after this date.

(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.

NOTE: It is the offeror's responsibility to ensure their proposal's timely delivery/transmission to **the Government Proposal's Point of First-Entry** in order for the proposal to reach USAID/EA/RAAO or its cafrica@usaid.gov email inbox **not later than the RFP closing time and date stated in this RFP's face page (SF-33, Block 9)**.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section M.

The Technical proposal should address how the offeror has performed work similar to that described in the Statement of Work in Section C as well as how they will excel in conducting this work if selected.

Failure to include all required attachments or information (with attention to the required fill-ins throughout this Solicitation) or to organize the proposal in the manner prescribed in this RFP Solicitation, may result in proposal's removal from consideration.

(b) The written Technical Proposal is limited to (10)pages and shall be written in English. Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively. Do not use a type smaller than 11-point font size. Information submitted over the page limit will not be evaluated.

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the above-stated page limitation.

Not included in this page limitation are the following:

- Table of Contents;
- Dividers-
- Appendix attachments which contain biographical information (i.e., resumes, CVs and other credential type documentation provided by the Offeror) for proposed candidates;
- Contractor/Major Subcontractor Past Performance Listing (to be generated by the bidder - please see (3)2., below - and included in both Technical and Cost offers);
- Charts, such as Management Structure Organizational Chart(s) All critical information from appendices should be summarized in the technical proposal.

The submission must address:

(1) CORPORATE/INSTITUTIONAL CAPABILITY [See Section M.2(a)]

(i) Discuss the experience of the Offeror and any proposed subcontractors to carry out the work described in the RFP's Section C. Please list experience by the key subject areas identified in the statement of work.

(ii) Discuss the offeror's ability to manage complex projects and to perform effectively working with different client and interest groups toward shared and complementary objectives.

(iii) Describe the offeror's ability to assemble technical assistance teams, including subcontractors, place them in the field in a timely manner, and provide them with all necessary support. Demonstrate the ability to simultaneously manage multiple task orders involving collaborative efforts drawing upon the full range of available skills and experience available.

(iv) Describe the management structure for carrying out this statement of work. Describe the roles and responsibilities of home office management staff and the IQC Manager, their assigned management and decision-making authorities, and the relationship the offeror will have with expected subcontractors.

(2) PERSONNEL INFORMATION [See Section M.2(b)]

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

IQC Manager

The contracts resulting from this solicitation include an IQC Manager who is a primary point of contact that will be named in section G.4. The quality of the individual proposed will be an evaluation factor. The offeror shall include as part of its proposal a signed acknowledgement letter from the person proposed as primary point of contact confirming his/her present intention to serve in the stated position.

Resume/References. The offeror shall submit a complete and current resume for the IQC Manager. The resume shall highlight information regarding supervisory responsibilities over the last three years. The offeror shall also submit three (3) references, with contact information, for the proposed candidate.

(3) PAST PERFORMANCE INFORMATION [See Section M.2(c)]

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

1. List in an annex to the technical proposal up to five (5) of the most recent and relevant contracts for efforts similar to the work in the subject proposal (list 5 for Prime bidder and each of the major subs, if each performed five contracts for work/similar work to Section C Technical Tasks representing the most relevant indicators of past performance for this RFP.

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

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc. (USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance

information concerning the listed contracts if and when USAID requests it).

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (this is required by FAR 15.305(a)(2)).

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

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

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

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

(b) Part 2 - Proposed Costs/Prices

(1) The offeror must submit a cost proposal which complies with the instructions given in **Attachment J.6**, Cost/Price Evaluation Matrix and with **IMPORTANT NOTE 5** therein. Per Section H.3 752.7007, PERSONNEL COMPENSATION, Employee base-salary or the Consultant's base-fee must NOT exceed the USAID Contractor Salary Threshold (USAID CST). USAID CST can be viewed at this link: <http://www.opm.gov/oca/08tables/html/es.asp> - select maximum for "Agencies without a Certified SES Performance Appraisal System". Cost proposal which doesn't comply with the above will be considered non-responsive. No request seeking approval of Employee's base salary or Consultant base-fee (used to compute fully-burdened rate) proposed in excess of USAID CST will be considered. IQC ceiling rates will be set for the 5-year period and will not be re-negotiated if USAID CST maximum is raised during IQC period. The rationale for base-salary or the consultant's base-fee not to exceed USAID CST is found in RFP Appendix, see Reply to Question 1.

Matrix in Attachment J.6 states the total projected LOE expected to be ordered during the 5-year ordering period. If IQC's dollar-ceiling (\$500 million) is not reached before the IQC's terminal date (five years following the effective award), a new Task Order may be placed for a period not to go beyond (2) years past the IQC terminal date (see Section F.2). **Caution:** offerors' proposals must state daily rate for each professional labor category set forth in **Attachment J.6** for each year during the 5-year ordering period. If, prior to the IQC's expiry, a new Task Order is negotiated and required performance period goes beyond the IQC's 5-year ordering period - see Section F.2. - i.e., crosses over to the next year or the next two years, the TOCO may negotiate up to 10% per annum increase in the Employee base-salary or Consultant base (unburdened) fee for individual(s) performing during up to two years past IQC's 5-year ordering period. The annual increase may be negotiated only for period past the IQC ordering period. However, if task order was scheduled to end during the IQC's last (5th) year and TOCO approves time-extension resulting from the contractor's failure to complete all work on schedule, the individual's base-salary or consult's

base-fee for performance extending beyond the IQC's 5-year period is NOT subject to negotiation of an increase (of up to 10%) even if funds remaining in the Task Order would be sufficient to absorb the increase.

(2) Indirect Cost Information

(i) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or any major subcontractor does not have a cognizant Government Audit Agency, the proposal shall include:

(A) audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and

(B) the most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

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

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

(d) Part 4 - Policies and Procedures

If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

(e) Part 5 - Subcontracting Plan

If the offeror is other than a small business, it must submit a Subcontracting Plan (see Attachment in Section J). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small

business, small disadvantaged business, and women-owned small business concerns. This plan will be the equivalent of a master subcontracting plan for the overall IQC. Individual subcontracting plans will also be included in each task order over \$550,000 for other than small businesses. (The contractor is required to submit the approved task order subcontracting plan to OSDBU.) See Section H.

(f) Part 6 - Joint Venture Information

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

(g) Part 7 - Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the offeror fails to submit sufficient evidence for the contracting officer to make an affirmative determination of responsibility, then the contracting officer may make a determination of non-responsibility and be precluded from awarding a contract to that offeror. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

(1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

(2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

(3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

(4) Have a satisfactory record of integrity and business ethics;

(5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to

be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));

(6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and

(7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

(h) Part 8 - Letters of Commitment (Subcontractors)

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

(i) Part 9 - Information to Support Consent to Major Subcontractors

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

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

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

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

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

[END SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.

(b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract award to the responsible offeror(s) whose proposal(s) represents the best value to the U.S. Government.

(c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the offerors, and any other information obtained by the Government through its own research.

(d) For overall evaluation purposes, the combined **technical factors** are considered significantly **more important** than cost/price factor.

(d)(1) Relationship between Technical Criteria **(a)**, **(b)** and **(c)**:

The relationship between criteria **(a)**, **(b)** and **(c)** is such that each significant criteria [(a), (b) and (c)] is of equal weight or value relative to the other. The purpose of including specifics under Technical Criteria **(a)** and **(c)** is to better orientate offeror in what USAID considers most relevant information to the specific Technical Criteria (a), and (c) - no ranking/weight is assigned to those "sub-criteria".

M.2 TECHNICAL EVALUATION CRITERIA

The criteria listed below are presented by major category, so that offerors will know which areas require emphasis in the preparation of information. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which offerors should address.

(a) CORPORATE AND INSTITUTIONAL CAPABILITY [See Section L.7 (1)]

(1) Demonstrated breadth and depth of experience of the Offeror and any proposed Subcontractors as it relates to the activities described in Sec. C.

(2) Demonstrated ability to manage complex projects and to work with various groups.

(3) Demonstrated ability to assemble and place teams in a timely manner; support them in the field; and simultaneously manage multiple task orders.

(4) Effectiveness of the proposed management structure and relationship with subcontractors.

(b) PERSONNEL INFORMATION [See Section L.7(2)]

Demonstrated qualification and experience of the proposed IQC Manager

(c) PAST PERFORMANCE INFORMATION [See Section L.7(3)]

(1) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L. [9(c)(4)] of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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

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

(i) Quality of product or service, including consistency in meeting goals and targets:

(ii) Cost control, including forecasting costs as well as accuracy in financial reporting:

(iii) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks:

(iv) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements:

(v) Customer satisfaction with performance, including end user or beneficiary wherever possible:

(vi) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified:

(vii) Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint venturers, and in other teaming arrangements.

In cases where:

(i) an offeror lacks relevant performance history;

(ii) information on performance is not available; or

(iii) an offeror is a member of a class of offerors where there is provision not to rate the class against a subfactor;

then the offeror will not be evaluated favorably or unfavorably on performance.

M.3 DETERMINATION OF COMPETITIVE RANGE

(a) The competitive range of offerors with whom negotiations will be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.

(b) Offerors are advised that, in accordance with FAR 52.215-1, 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.

M.4 PRICE/BUSINESS EVALUATION

The price/business evaluation will be conducted in accordance with instructions in **Attachment J.6** and in **Section L.8(b)** and it will consider the overall average daily rate proposed for all LOE. Offerors **must** complete IQC PROFESSIONAL LABOR CATEGORIES (LOE, Daily Rate Ceilings, Extended Amount), matrix, Columns 2-15. The 5-year Total Employee and Total Consultant dollars (from Column 14 and 15) must be included in the Summary budget [see **Attachment J.6 (b)**].

M.5 SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215 1, and as set forth in Section L of this solicitation, award will be made by the contracting officer to the responsible offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and factor in this solicitation.

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

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and

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

[END SECTION M]

RFP ATTACHMENTS

Some of the attachments which are forms can also be accessed at:
<http://www.usaid.gov/forms/>

ATTACHMENT J.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.

[END ATTACHMENT J. 1]

ATTACHMENT J.2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

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OMB Control No. 0412-0520; Expiration Date: 10/31/2010

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 Instruction on Page 2)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R
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, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living 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 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 in-depth description of the levels refer to USAID Handbook 28 or superseding policy directive.

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 within familiar contexts.

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 on practical, social, and professional topics.

R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

United States Agency for International Development
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, DC 20523-7100;

and

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT J.3

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

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DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET
0348-0046

Reporting Entity:
Page ____ of ____

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

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

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

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

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

**ATTACHMENT J.4
SMALL BUSINESS PLAN TEMPLATE**

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

MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract
Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$_____

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

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

1. Type of Plan (Check One)

_____ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

_____ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

_____ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

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

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

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:

\$ _____ and _____ %

(ii) Total dollars planned to be subcontracted to small business concerns is:

\$ _____ and _____ % *

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:

\$ _____ and _____ % *

(iv) Total dollars planned to be subcontracted to service-disabled veteran- owned small business concerns is:

\$ _____ and _____ % *

(v) Total dollars planned to be subcontracted to HUBZone small business concerns is:

\$ _____ and _____ % *

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns is:

\$ _____ and _____ % *

(vii) Total dollars planned to be subcontracted to women-owned small business concerns is:
\$ _____ and _____ %*

(*Expressed as a percentage of "A")

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

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

(check all that apply)

Subcontracted Supplies/Services - LB SB VOSB SDVOSB HUBZone SDB WOSB

(Attach additional sheets if necessary.)

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

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

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

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;

- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.)

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

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

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

(10) Assurances that the offeror will--

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

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

ADDRESS:

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

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

small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

ATTACHMENT J.5

**DD 254 Department of Defense Contract Security Classification
Specifications**

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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION			1. CLEARANCE AND SAFEGUARDING		
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>			a. FACILITY CLEARANCE REQUIRED:		
			b. LEVEL OF SAFEGUARDING REQUIRED:		
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
a. PRIME CONTRACT NUMBER			a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD)	
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYMMDD)		c. FINAL <i>(Complete item 3 in all cases)</i>		Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO, If yes, complete the following Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO, If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of: _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY	YES	NO
b. RESTRICTED DATA			b. RECEIVE CLASSIFIED DOCUMENTS ONLY		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		
d. FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		
(1) Sensitive Compartmented Information (SCI)			f. HAVE ACCESS TO USE CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		
(2) Non-SCI			g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		
f. SPECIAL ACCESS INFORMATION			h. REQUIRE A COMSEC ACCOUNT		
g. NATO INFORMATION			i. HAVE TEMPEST REQUIREMENTS		
h. FOREIGN GOVERNMENT INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
i. LIMITED DISSEMINATION INFORMATION			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		
j. FOR OFFICIAL USE ONLY INFORMATION			l. OTHER <i>(Specify)</i>		
k. OTHER <i>(Specify)</i>					

DD Form 254, DEC 99 (EF)

Previous editions are obsolete.

[DISA IRXDT, Inc.]

**ATTACHMENT J.6
COST/PRICE EVALUATION MATRIX**

- (a) This (below) cost proposal **format** will be used for the purpose of evaluating cost offer for the award of the Indefinite Quantity Contract (IQC). For cost-offer construction purposes, each bidder should assume USAID ordering from them performance equal the IQC contract maximum (\$500,000,000) covering **all** labor and non-labor costs-to-perform.
- (b) Bidder's detailed budget (supported by budget footnotes), must be accompanied by 5-year Summary budget having structure as shown below.
- (c) The professional labor categories listed below are determined to be sufficient to cover full-range of SFSA SOW activities. If a particular RFTOP might call for IQC holders to provide technical expertise which is outside this IQC list of professional labor categories (i.e., due to unique nature/sophistication of a sub-task), TOCO has the flexibility to negotiate provision of such under Other Direct Costs - not counting against IQC total Level of Effort (LOE) listed in this Attachment as required to be delivered for cost offer evaluation purposes. Prospective offerors are required to use the professional labor categories (below) and their corresponding LOE as stated below when developing their technical and cost offers. Offerors **must** use Unburdened Daily Rate if LOE is proposed to be performed by the contractor-Employee and **must** use fully-Burdened Daily Rate if proposed LOE is proposed to be performed by Consultant. The rates **must** be proposed as Ceiling rates. Section B.9 of the IQC contract will list daily rate applicable to each labor category and grade under Employee and Consultant heading for each year of the IQC contract. Future task order daily rates must not exceed the Salary or Daily Rate Ceilings set forth in the IQC contract Section B.9.

Cost proposal's (summary budget) **must follow this format** below:

<u>COST ELEMENT</u>	<u>AMOUNT (5-yr Totals*)</u>
Total Direct Labor:	
Salary and Wages (inclusive of LOE Matrix, below)	\$ _____
Fringe Benefits	\$ _____
Consultants (inclusive of LOE Matrix, below)	\$ _____
LRP purch. of food-aid commod.(see Sec. C, Anticip. Demand)	\$75,000,000
Travel-related (incl. Per Diem), EA Regional & in-country	\$55,000,000
Travel-related (incl. Per Diem), Other (not incl. above)	\$13,000,000
Grants under Task Orders	\$100,000,000
Equipment and Supplies	\$ _____
Allowances	\$ _____
Other Direct Cost:	
_____ (to be specified by bidder)	\$ _____
_____ (to be specified by bidder)	\$ _____
_____ (to be specified by bidder)	\$ _____
_____ (to be specified by bidder)	\$ _____
Overhead	\$ _____
G&A (if applicable)	\$ _____
Local and Regional Purchases (LRPs) Handling Fee	\$ _____
Total Estimated Cost	\$ _____
Fixed-Fee (net of LRPs)	\$ _____
Total Est. Cost Plus-Fixed-Fee (NTE \$500,000,000)	\$ _____

*** Note:** Individual Totals must be supported by bidder's detailed cost proposal. Prime bidder's totals must be inclusive of the proposed subs.

NOTE 1: All indirect rates offerors propose (in the above budget format) must match those ceiling rates proposed in **Section B.7**. The fixed fee proposed must match the fixed fee ceiling proposed in **Section B.8**.

NOTE 2: Some offerors may not have indirect cost pools which allocate indirect costs in the manner identified above (OH and G&A). If bidder's indirect cost pools are different from the above, please identify as applicable.

NOTE 3: For further clarification, the following are illustrative types of costs eligible for reimbursement either as direct-charge or indirect costs depending on the bidder's cost recovery system set up:

(a) Allowances - post differential, danger pay, housing (lease exclusive of domestic help, drive), watchman for resident expatriates and TCN's (if any), relocation expenses, education allowances, other related allowances.

(b) Participant Training - travel, per diem, and M&IE expense, tuition and fees for foreign nationals to receive training/education in a location which is outside of their country of residence.

(c) Other Direct Costs - other salaries, bank fees, courier services, phone and fax, Internet services, books and periodicals, visa expenses, office rental utilities/maintenance/cleaning, watchman, business insurance, etc.

NOTE 4: The LOE breakdown (by professional labor category) is given below. Offerors **must** use the professional labor category's 5-year total LOE shown in Column 1 (prime- and sub-contracts, combined) and distribute it **equally** over the IQC 5-year ordering period. Offerors can propose mix of Employee or Consultant to provide the required LOE. Example: The Grants Manager, Mid-Level Five-year LOE shown in Column 1 (5,460 work-days) is to be proposed at 1,092 person work-days per each IQC ordering-period year (over five years).

NOTE 5: **Section H.3** in (b) sets forth **limit** on reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, not requiring CO's prior formal approval. Offerors are advised that Salaries budget proposed must **NOT** be constructed based on any Employee base-salary or Consultant base-fee (used to compute fully-burdened rate) that exceeds the USAID Contractor Salary Threshold (USAID CST). USAID CST can be viewed at this link: <http://www.opm.gov/oca/08tables/html/es.asp> - select maximum for "Agencies without a Certified SES Performance Appraisal System".

Signature on the Offer submitted in response to this RFP Solicitation **signifies Offeror's acceptance of and certifies** that no Daily Rate Ceiling proposed is based on the Employee base-annual salary or Consultant base-fee which exceeds the USAID CST limitation stated in **Section H.3 (b)**.

NOTE 6: If new task order is negotiated and performance needs to continue beyond the IQC's ordering period (but must be completed within 2-year period of IQC terminal date), the TOCO may negotiate up to 10% per annum increase to the Employee base-salary/Consultant unburdened base-fee. No-cost extensions requiring performance to continue beyond 5-year IQC ordering period attributed to contractor's failure to complete work on schedule are **NOT** eligible for negotiation of up to 10% salary rate increase.

NOTE 7: Bidders must complete Table below and submit with cost proposal. Offerors are to assume that all professional labor categories are required to be filled with U.S. Employee or Consultant.

Matrix presented on the next page is reproduced in larger font on pages 148-150.

IUC PROFESSIONAL LABOR CATEGORIES (LOE, Daily Rate Ceiling, Extended Amount)																
Item Description Labor Category	5-YR LOE days (x 200%)	Year 1		Year 2		Year 3		Year 4		Year 5		5 Yr Average			Extended \$	
		Emp.	Cons.	Emp.	Cons.	Employee	Consultant									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1 Chief of Party - Sr.-Lvl	3,321															
2 Deputy COP - Sr.-Lvl	4,681															
3 Grants Manager - Mid-Lvl	5,491															
4 Financial/Accounting Mgrs - Sr.-Lvl	4,631															
	Mid-Lvl	2,041														
5 Monitoring & Eval. Spec. - Sr.-Lvl	2,631															
	Mid-Lvl	2,041														
6 Int./Knowledge Mgmt Spec. - Sr.-Lvl	2,041															
	Mid-Lvl	1,531														
7 Agric. Market Develop. Spec. - Sr.-Lvl	3,331															
	Mid-Lvl	2,341														
8 Trade Specialist - Sr.-Lvl	2,741															
	Mid-Lvl	1,531														
9 Agribusiness Dev. Spec. - Sr.-Lvl	3,931															
	Mid-Lvl	3,331														
10 Producer Org. Dev. Spec. - Sr.-Lvl	2,041															
	Mid-Lvl	1,531														
11 Agronomist - Sr.-Lvl	2,141															
	Mid-Lvl	1,531														
12 Animal Prod. & Nut. Spec. - Sr.-Lvl	2,041															
	Mid-Lvl	751														
13 Inq./Water Res. Mgmt. Sp. - Sr.-Lvl	1,531															
	Mid-Lvl	1,041														
14 Pest. Harvest Spec. - Sr.-Lvl	3,131															
	Mid-Lvl	3,131														
15 Nutrition Spec. - Sr.-Lvl	2,741															
	Mid-Lvl	2,341														
16 Agricul. Econ./Policy Spec. - Sr.-Lvl	4,531															
	Mid-Lvl	3,131														
17 Rural Finance Spec. - Sr.-Lvl	2,931															
	Mid-Lvl	1,531														
18 Humanit. Asses. Response Sp. - Sr.-Lvl	4,031															
	Mid-Lvl	1,531														
19 Humanit. Asses. Logistics Sp. - Sr.-Lvl	3,131															
	Mid-Lvl	1,531														
20 Invt./Cap. Dev. Spec. - Sr.-Lvl	281															
	Mid-Lvl	171														
21 Trng/Human Res. Dev. Sp. - Sr.-Lvl	2,331															
	Mid-Lvl	1,131														
22 GIS Analyst Spec. - Sr.-Lvl	1,531															
	Mid-Lvl	1,031														
23 Comm. & Outreach Spec. - Sr.-Lvl	2,331															
	Mid-Lvl	1,531														
5-YR UNBURDENED LOE - Ceiling	113,110	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
5-YR AVERAGE DAILY RATE CEILING		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
5-YR TOE, EMP. & CONSULT.		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

LEGEND:
 COLUMN 1: 5-yr LOE Ceiling for the specific Position Title and Level (\$/Mk/yr). Bidder to calculate LOE by YR. & by Employee/Consultant.
 COLUMN 2, 4, 6, 8 & 10: Bidder to state Employee's UNBURDENED Daily Rate Ceiling proposed.
 COLUMN 3, 5, 7, 9 & 11: Bidder to state Consultant's BURDENED Daily Rate Ceiling proposed.
 COLUMN 12: Bidder to calculate 5-year average Employee's 5-YR Average UNBURDENED Daily Rate.
 COLUMN 13: Bidder to calculate & state the Consultant's 5-YR Average BURDENED Daily Rate.
 COLUMN 14: Covering 5-year period, Bidder to calculate Extended Amount* by multiplying applicable Employee LOE by Employee's applicable UNBURDENED Daily Rate.
 COLUMN 15: Covering 5-year period, Bidder to calculate Extended Amount* by multiplying applicable Consultant LOE by Consultant's applicable BURDENED Daily rate.
 * NO/0: Support for comparison of the Employee and Consultant Total Extended Amounts (Columns 14 & 15) must be included in the bidder's detailed Cost Proposal.

ATTACHMENT J.7
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ATTACHMENT J.8

Operational Security - General Information

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Operational Security - General Information

An Additional Help for ADS Chapter 303

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Responsible Office: M/OAA/P
File Name: 303sae_061906_cd44

Operational Security – General Information

Operating in a Developing Country Context

This document raises a number of issues and provides general information regarding security. It is not prescriptive and does not seek to place any requirements on implementing partners. Additionally, every area/region presents its own specific and unique security challenges, so implementing partners must make their own determinations as to how to address such challenges. Therefore, implementing partners (i.e. contractors and recipients) should not interpret the information in this document as technical instructions, nor should they assume that the language herein constitutes a USAID position regarding the allow ability of certain security costs. This document will not be incorporated into any binding legal agreement between USAID and an implementing partner. When implementing any USAID award, the implementing partner bears the ultimate responsibility for ensuring adequate steps are taken to safeguard the security and safety of its personnel, and any USAID funded equipment/property/vehicles. The implementing partner is also responsible for ensuring that USAID funded equipment/property/vehicles are stored/maintained in accordance with applicable federal rules/regulations, as well as Mission-specific directives.

An intrinsic aspect of operating in a developing country is recognizing and addressing issues related to security. Most importantly, this includes the well-being of staff. The safety of personnel is a precondition for the activities of USAID and its implementing partners.

To achieve an adequate level of security, our contractors, non-governmental organizations (NGOs), and other implementing partners must see security as a top priority. It must be an integral component of program design and project management. Given the diversity of USAID's implementing partners, it is not possible to create a one-size-fits-all model. It is, however, essential for every organization to have both a well-defined concept of security as well as clearly articulated and consistently applied operational policies and procedures.

One of the most commonly used models, or analytical frameworks, for security consists of three axes: acceptance, deterrence, and protection:



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Acceptance is the process of gaining widespread understanding and support for an organization's work on the part of local authorities, belligerents, and the population at large. This has been one of the fundamental principles under which civilian agencies have worked in conflict zones for many years. Acceptance depends in part on the articulation and adherence to humanitarian codes of conduct, such as impartiality. Acceptance has long been the foundation on which many non-governmental and international humanitarian organizations build their security approaches. While some would hold that undertaking humanitarian activities and building strong personal relationships accomplish acceptance, the process is more involved. Acceptance requires active outreach in the communities in which organizations conduct business, live, and implement programs. In short, outreach must extend to all parties with which an organization may come into contact – there should be no doubt about the identity of the organization or what it is doing.

It should be noted that a number of recognized experts in the field of humanitarian security suggest that acceptance has never been enough in and of itself, "everyone locks their doors." Regardless of an organization's view of this statement, each organization must be aware of the context in which it is working in order to determine the most appropriate approach to security and to what degree that approach includes or combines acceptance, protection, or deterrence strategies.

Protection encompasses the use of devices, such as physical barriers, armored vehicles, bullet-resistant vests, and satellite and two-way communications. It also includes procedures such as driving in convoys, varying routine, and the observance of curfews and "no-go" areas.

Deterrence is an approach whereby the threat is contained or deterred by the use of a counter threat. This could be legal, political, or economic sanction, but is most commonly an armed response.

In practice, most organizations use a combination of all three strategies. What's important is for an organization to make a conscience decision about where it wants to be inside the triangle, and to understand the advantages and drawbacks of this choice. Of note in that regard is the symbiotic relationship between organizations working in the same environment. For example, if one organization uses armed guards on convoys, others who do not may be more vulnerable.

Situational Awareness

It's clear that security begins with an appreciation of the environment in which one is operating. Nevertheless, it is frequently overlooked that what is safe in one place may actually increase risk in another. Whether to carry a weapon or stop after a vehicle accident depends on the nature of the threat and the specific situation. It is nearly impossible to create a list of hard and fast rules, which is why situational awareness is so critical. Effective situational awareness normally depends on team members developing accurate expectations for team performance by drawing on a common knowledge base –

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a security plan. A security plan usually contains a policy statement, management responsibilities, procedural guidelines for prevention, guidance on radios and communications, evacuation procedures, checklists, and personnel contact numbers.

Threatening confrontations in the field can take many forms, including robbery, armed assault, vehicle hijack, crossfire, bombing, land mines, kidnapping and hostage taking. While some precautions can be taken to avoid such situations, even the most prepared field staff can become victims in a sudden confrontation. Therefore, advanced familiarity with the organization's principles and security plan will increase your staff's safety and chances for survival during a security incident.

An implementing partner may wish to designate a point person to handle these and other responsibilities related to security. This could be a senior position that reports directly to the Country Director or Chief of Party.

Information Sharing

Many organizations collect, analyze, and disseminate information on security. USAID's implementing partners may wish to establish and maintain regular contact with the Embassy Regional Security Officer (RSO) and other organizations, such as the Overseas Security Advisory Council (OSAC), United Nations groups (UNSECOORD, UNHCR, etc), and other larger umbrella groups operating in a country.

The sharing of information is often critical to situational awareness. For that reason, USAID suggests that each implementing partner report through the appropriate reporting organization all security incidents. In addition, any incidents involving death or injury to staff or which may materially affect the implementation of USAID-funded programs must be reported directly to USAID within 24 hours after the incident.

Field Travel

Most USAID implementing partners have the traditional structure of a headquarters office in the capital city and often sub-offices in the regions which implement programs in the field. Road accidents remain a major cause of injury and death for USAID workers and at least half of all security incidents occur during travel. Implementing partners may wish to establish and enforce procedural guidelines for field travel. Although the following list is not intended to be all-inclusive, an implementing partner might want to consider some of the following in generating its own guidelines:

- **Type of vehicle.** Choice of vehicle can impact on safety and security. Consider two- or four-wheel drive, choice of color, SUV/pickup or passenger vehicle, new or used, gasoline or diesel. New SUVs are the popular model for carjacks. The use of unmarked local or armored vehicles may be a better option in some cases.
- **Vehicle reliability.** Regularly scheduled maintenance and inspections should be conducted. Critical spare parts (e.g.: belts and hoses), consumables (oil, water,

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battery) and ancillary supplies (tools, tow rope, rations, first aid kit, spare fuel, etc.) should be carried at all times. Because armored vehicles have additional weight added on due to the armoring process, the vehicle is working harder than originally designed. Therefore, at a minimum, the normal manufacturers' maintenance cycle is half of what the manual reads (e.g. vehicle manufacturer recommends brake pads be replaced every 30,000 miles. In the case of an armored vehicle, USAID typically replaces its brake pads every 15,000 miles).

- **Number of vehicles and passengers.** A single vehicle and driver is a much easier target. USAID usually requires at least two people to ride in each of its vehicles, including one with language skills. Implementing partners might want to consider similar arrangements.
- **Day vs. night travel.** USAID does not recommend that its USAID staff drive at night, except in emergencies. Implementing partners might want to consider similar arrangements.
- **Cash in Transit.** The implementing partner might want to consider establishing procedures and guidelines for cash in transit. The implementing partner might consider varying travel parameters for each trip to the bank (time of day, day of week, route of travel, etc.) and consider the risks involved by combining bank runs with other errands.
- **Use of armed escorts.**
- **Use of bullet-resistant vests.**
- **Communications and GPS.** The implementing partner might want to consider both radio and satellite systems in each vehicle (see below), as well as a hand-held GPS unit.
- **Trip preparation.** The implementing partner might consider establishing a clear set of procedures be followed for planning the trip and notifying the appropriate parties beforehand. This may include checking the security situation, marking of primary and alternative routes, designating checkpoints/landmarks along the route to track the traveler's location, listing points of contact along the route, and estimating the approximate timeframe for the trip. Although it may not be necessary for short trips, the implementing partner might consider requiring that this information be put in writing and left with someone who will monitor the trip and be notified at its conclusion.
- **Emergency procedures.** These encompass a range of situations, from ambushes to landmines to checkpoints. The implementing partner might consider providing training or a detailed briefing to all drivers on standard procedures to follow in the event of an emergency.

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Communications

Each implementing partner may wish to establish and maintain effective and reliable voice communications systems at all of its offices and with vehicles or personnel traveling in the field (including a back-up system). As appropriate, these systems may include HF and VHF/UHF radio systems and should include a minimum of one voice satellite system such as Thuraya, Inmarsat, or Iridium. Implementing partners might consider requiring that at least one system should not rely upon locally controlled infrastructure (e.g. cellular telephone systems).

Each implementing partner might want to consider the need to establish and maintain effective and reliable data communications at all of their offices. Discrete systems such as Vsat, Websat, or BGAN may be preferable, as well as a reliable source of power.

Each implementing partner should consider the wisdom of establishing and maintaining its own policies and procedures for the creation and maintenance of the following:

- (1) Distributing and updating, at least monthly, a list of contact information for all internal and key external parties, including detailed information such as the location of staff housing and the tracking of staff on leave.
- (2) A phone tree or warden system among the agency's staff that ensures all personnel can be contacted and accounted for in a timely manner.
- (3) Training of staff on telephone and radio procedures and copies of frequencies/numbers and procedures available in offices and vehicles.
- (4) Regular reporting or call-in procedures for staff living or traveling in the field.

Site Security

The goal of site selection and management is to establish, occupy, and maintain physical space(s) (residences, offices and warehouse) required to achieve operational objectives. The most effective site selection follows after a security assessment has been completed. Implementing partners might consider the following when selecting an office location:

- **Neighborhood** – level of crime, proximity to potential threats, known regions of adversarial activity, and politically or militarily significant buildings.
- **Accessibility** – single/multiple route access, road condition, ease of access or egress from the site, density of traffic, and accessibility of authorized and unauthorized vehicles.
- **Services** – water and electricity (including backup or portable generators).

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- **Lighting** – to illuminate the site and surroundings, deter intruders, and aid observations.
- **Susceptibility to Hazards** – fire, floods, landslides, and winds.
- **Physical Space** – adequate for office, parked vehicles, storage, etc.

Based on the profile the implementing partner chooses to portray, and the dangers presented in any particular country situation, the following is a list of possible security applications. The list is not all-inclusive nor prescriptive; however, it provides general information on basic security applications that may help to improve the security posture of a facility.

- Construction of fencing or walls around the perimeter with alternate exit/entrances.
- Installation of perimeter barriers. Several types of temporary barriers, both passive and active, are available to mitigate vulnerability. To prevent bomb-laden vehicles from gaining access to a building's exterior, the implementing partner may wish to consider one of several types of barriers systems, including, but not limited to, the following:
 - Passive barriers provide anti-ram protection. They are stationary and may include planters, jersey barriers, bollards, earth berms, Hesco, Bastion revetment, and revetted trapezoidal ditches.
 - Active barriers provide anti-ram protection. These barriers move either side-to-side or up and down to allow vehicle entry and include hydraulic bollards, wedges, and sliding gates.
- For access control, installation of both passive and active barriers. For the exterior of a building, passive barriers may consist of razor wire, window grilles, steel plating, and other sustainable building materials. Active barriers may consist of turnstiles, security doors, and movable or hinged grille work.
- Protection of generators, water, and fuel. Heavy duty construction or the use of sandbags may be appropriate. The implementing partner may want to consider the wisdom of locating fuel supplies in the most remote area of the compound.
- Use of shatter resistant window film (SRWF) to all exterior and interior glass surfaces to reduce fragmentation of glass shards during a blast event. The implementing partner may wish to consult with USAID/SEC or the RSO for information concerning certified vendors.
- Installation of heavy-duty deadbolt locks near the top and bottom of a door to mitigate forced entry. To maximize the forced-entry protection, USAID normally installs deadbolt locks on either solid wooden or hollow steel doors.
- Installation of heavy duty forced-entry window grilles on all windows and/or man-passable openings as appropriate to mitigate civil disturbance and/or criminal

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activity. **Fire Safety Note:** Window grilles are a fixed security application and careful consideration of fire egress should be considered. If a window requires movable or hinged grille work for fire egress purposes, the window grille will not be as effective for forced-entry protection. Fire protection, safety, and egress take priority over security. In most cases, both fire protection/safety and security can be achieved.

- Installation smoke detectors and security alarm system.

Implementing partners might consider the following when establishing their site security management:

- Testing smoke detectors and security alarm systems monthly.
- Maintaining a key rack and locked spare key box for facilities and vehicles, for easy access in case of an emergency. Strict control and accountability for keys is established.
- Ensuring that fire escape routes are known and fire extinguishers are charged and in correct locations and that staff know how to use the fire extinguishers.
- Ensuring that first aid kits are located strategically in the facility.
- Securing parking for vehicles. Street parking is normally discouraged.
- Establishing procedural boundaries – checkpoints, monitoring, and accountability for team member and visitor access.
- Closing and locking interior doors and windows when the office is empty, even for short periods of time. Establishing a daily office lock-up procedure with clearly defined staff responsibilities.
- Staggering lunch hours and breaks so that office is occupied during work hours.
- Hiring guards for both office and parking area, if needed.
- Informing all staff members of security measures and procedures including:
 - Visitor access controls
 - Employee identification procedures
 - Key control
 - Security alarms
 - Location of emergency exits
 - Fire and evacuation drills
 - Location and use of fire extinguishers and first aid kits
- Providing the location and purpose of safe havens.

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- Furnishing bomb and bomb threat procedures.

Emergency/Evacuation Plans

Implementing partners might want to consider developing a plan to guide their actions in the event of an emergency. Any such plan might consider a rapid, forced withdrawal from an area of high risk and the temporary suspension of activities. Such a plan might also include some of the following:

- Tracking of security phases/operational alert levels (green, yellow, red, etc.).
- Coordination with USAID, other donors, and appropriate embassies.
- Shutdown procedures, including the collection or destruction of sensitive materials and equipment.
- Designation of assembly points.
- Stockpiling of survival equipment and supplies (amount, location, access).
- Transportation methods and designated POCs for evacuation (road, air, water).
- Evacuation points and routes (airport, border, specific road, etc.) marked on maps.
- Preparation of vehicles.
- Rehearsal and refinement of the plan on a regular basis.

The need for additional plans and planning is area or program specific, i.e. plans developed for one area or organization will most likely be ineffective in/for another.

Additional Resources and Information

The Overseas Security Advisory Council (OSAC), the Embassy Regional Security Officer (RSO), USAID's Office of Security, the United Nations Minimum Operating Security Standards (UNMOSS), RedR, Geneva Centre for Security Policy (GCSP), and Humanitarian Practice Network's (HPN) Good Practice Review "Operational Security Management in Violent Areas" are all excellent resources in security planning and management.

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Final Note

The aspects of security outlined above are listed in order of importance and difficulty. Situational awareness is undoubtedly the hardest to accomplish, but it is also the most critical to good security. Many organizations hire a security consultant to make such recommendations as the required security countermeasures, security guidelines, evacuation plan, etc. A security plan should be kept current.

In most cases, the organization's senior leader has the overall responsibility to monitor and relay safety and security issues to those in his or her group. Being aware of personal and team safety and security is the responsibility of every group member. USAID and the State Department's Regional Security Office may be seen as a resource for developing effective countermeasures. Specific questions and comments may be directed to your Cognizant Technical Officer. He/she may then refer you to an appropriate party.

ATTACHMENT J.9

October 27, 2008 Pre-Solicitation Power Point Presentation

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USAID
FROM THE AMERICAN PEOPLE

Support for Food Security Activities
(SFS) IQC

- Food Security
- Agriculture
- Market Institutions
- Regional Food Trade





Challenges highlighted by the global commodity price crisis:

- Chronic food insecurity
- Low productivity
- Inadequate access to markets
- High transactions costs
- Inefficient trade links between surplus and deficit areas
- Imbalance between increasing cost of food aid and inadequate DA investment in agriculture



USAID
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USAID/East Africa ongoing partnerships

- Development Assistance and Emergency Programs
- COMESA and ACTESA
- East African Grains Council (EAGC)
- Title II Cooperating Sponsors (CSSs) and OFDA grantees
- Governments, private sector, regional organizations, etc.



Anticipated Function of the SFSA IQC:

- Rapid response within long-term framework
- Implement regional and bilateral programs
- Mechanism for timely programming of funding

Anticipated initial task orders:

- Global Food Security Response
 - Regional activities
 - Malawi component
- Famine Fund Market Linkages Program (FPF MLP)



Global Food Security Response

1. Emergency humanitarian response
2. Urgent measures in agriculture and trade
 - Increasing productivity
 - Reducing barriers to regional trade in staples
 - Local and regional procurement to:
 - develop market institutions
 - Link farmers to markets
3. Policy reform on causes of high food prices



COMESA's

Alliance for Commodity Trade in Eastern and Southern Africa (ACTESA)

Promote regional markets and trade in staple foods

Three result areas:

1. Improved policy environment
2. Expanded market facilities and services
3. Increased integration of staple food producers into national and regional markets



Famine Prevention Fund Market Linkages Program

Origin:

“Breaking the Cycle of Famine”

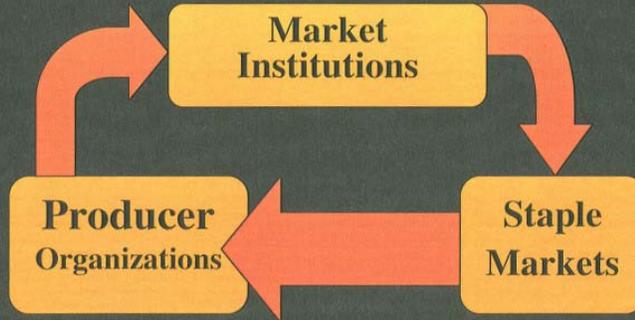
-May 2004

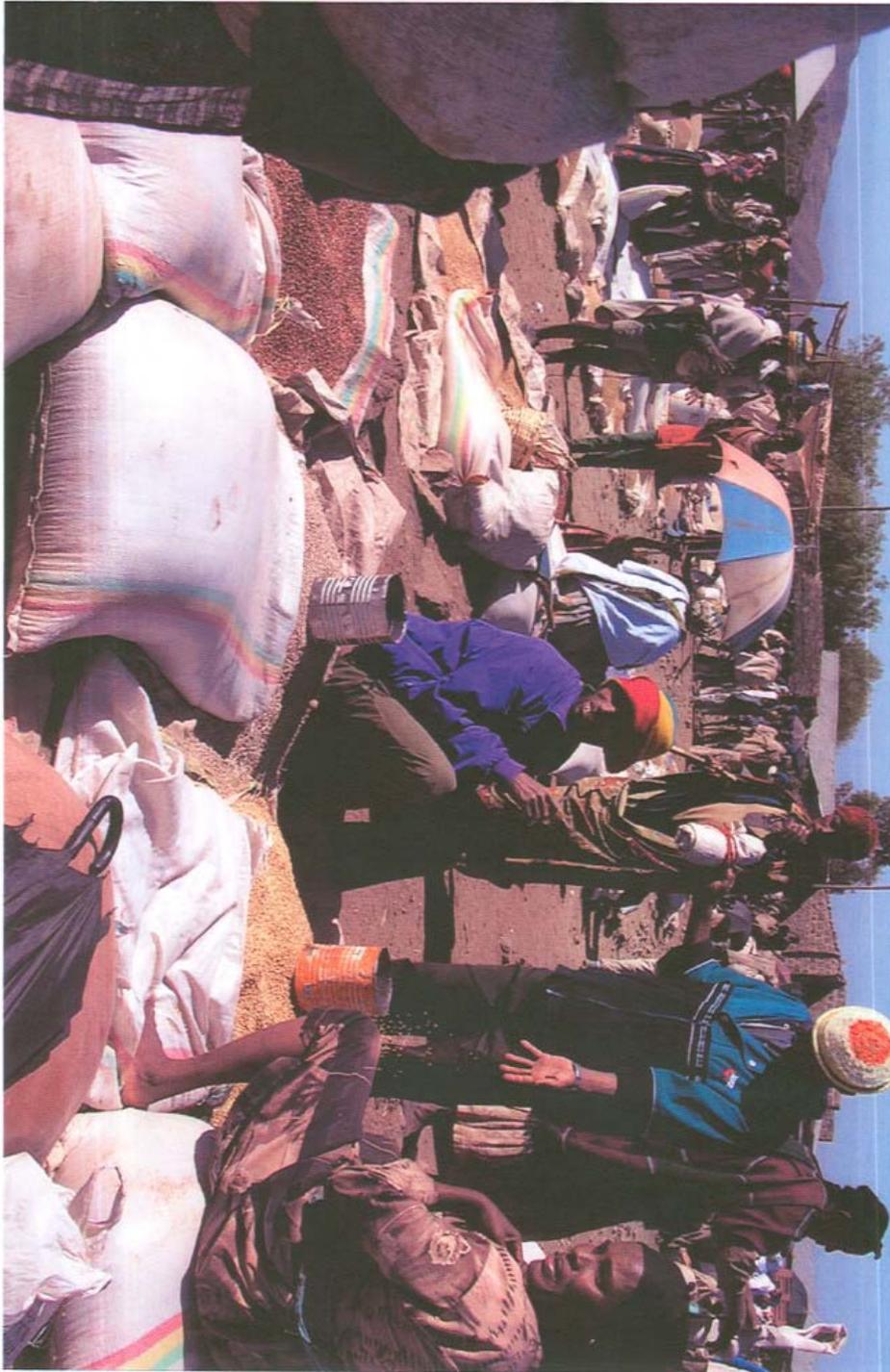
The Problem

- Chronic food supply deficits
- Slow commercialization of farmers



Smallholder Integration





ATTACHMENT J.10

Offeror-proposed Branding Implementation Plan - see RFP Section D.3

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RFP APPENDIX

Answers to substantive comments or questions received in response to DRAFT RFP: 623-EA-09-004 issued Dec. 8, 2008

1. Two or more firms commented that imposing ceiling [Section H.3(b), L.8 (b), Attachment J.6, NOTE 5], on the contractor-employee base salary/consultant's base fee at USAID Contractor Salary Threshold (USAID CST) - currently \$158,500, might make it difficult for IQC contractor to fill the position with the quality personnel.

Reply: While AIDAR 752.7007 (b) allows for proposing (direct charge) rates salary in excess of the USAID CST (subject to USAID internal approval process), the RFP clearly states that none should be proposed. The reasons for imposing the ceiling are as follows:

(a) While we recognize that there are few fields of highly specialized expertise USAID projects may need to sporadically utilize (i.e., lawyer specializing in a narrow international trade/environment/banking or sr. expert designing national tax collection system) where position's market value may exceed the USAID CST ceiling, USAID has established this threshold based on the historical data relevant to wide-array of USAID-funded projects delivering U.S. foreign development assistance to poor/poorest countries, utilizing universe of experts. It was established that the efficient and effective delivery of projects has been achieved in the past with experts compensated at/below USAID CST ceiling (with few exceptions).

(b) The IQC has five-year ordering period. The labor market (including high skill sets) is not immune to the U.S./world's economy unprecedented contraction which has long-term recovery horizon. It can be argued that this can have static or deflating effect on the historically highest-end salary rates across the board.

(c) it cannot be assumed that the USAID CST current ceiling will be raised every year and the magnitude of the increase is unknown until it is announced. Approvals in excess must be based on the known USAID CST. If approval is given for salary rate crossing to the next year (or years), it may be still necessary to obtain another approval if the future USAID CST is lower than the salary rate approved based on the previous (lower) USAID CST.

(d) IQCs are purposed to serve as quick contractor mobilization mechanism. Speed to award TOs under (21) days, if possible, requires that IQC salary rates be pre-negotiated.

In conclusion, the current ceiling on base salary is considered sufficiently high (even for out-years) to attract well-qualified individuals throughout IQC ordering period to provide services that assist USAID implement (non-high tech) U.S. foreign development assistance even for labor category having senior level designation.

However, recognizing that capping base salary rate at the current USAID CST level could, potentially, create difficulty in filling certain labor categories with well-qualified experts, relevant language was added in Section B.9 at the end of LOE table (applicable only to work performed beyond the IQC's fifth year, excluding no-cost extensions attributable to failure to complete work on schedule).

2. Two or more firms are unclear about the reason for Contractor rate to be fully-burdened: RFP's Attachment J.6 (c) : "Offerors must use Unburdened Daily Rate if LOE is proposed to be performed by the contractor-Employee and must use fully-Burdened Daily Rate if proposed LOE is proposed to be performed by Consultant."

Reply: Depending on the bidder's internal personnel policies, generally, Consultants are eligible for certain types or limited fringe benefits. They are added to the Consultant's base-fee and are charged to Task Order. Whether the contractor bills for the Consultant's base-fee (negotiated by TOCO) net of any entitlements s/he is eligible for and recovers cost of the Consultant's entitlements as a separate direct-cost or recoups it through overhead, and bills for the Consultant's LOE using fully-Burdened daily rate, the end mathematical result must be the same.

Bidder should base Consultant's fully-burdened rate consistent with their internal personnel/benefits policy. Attachment J.6's, NOTE 3 added limited clarification what type of costs may be included in the cost proposal - how firm are recoups all legitimate costs they expect to incur performing on a TO is set in their NICRA.

It is USAID's preference that IQC award has the Consultant's rate negotiated as fully-Burdened and contractor-Employee as Unburdened salary rate ceiling.

3. Two or more firms suggested to expand list of professional categories and to designate more of them as to be filled with senior-level individuals.

Reply: The number of professional labor categories was increased to twenty-three. In many cases, Senior-level grades were added or replaced the original Mid-level grades. The anticipated total LOE was increased dramatically (vice shown in the DRAFT RFP). Please also note (as mentioned elsewhere in the RFP) that since some Task Orders may be CPPF completion form (where ordering and reporting of LOE is not required), the only limit which will be monitored is the task orders cumulative total obligated amount which in aggregate must not exceed the IQC maximum contract ceiling (\$500,000,000).

4. Aware of IQC SOW not lending itself to costing out various elements associated with performance, two or more firms asked that RFP provide plug figures for: Travel, Transportation and Per-Diem, Supplies, Allowances, and ODCs. Also, two or more firms recommend including plug figure for Grants under Contract (counting against the \$500,000,000).

Reply: The Summary Budget Format presented in Attachment J.6 contains plug figures for:

Local and Regional Purchases (LPRs) of emergency food-aid commodities (see RFP Section C, Anticipated Demand), Travel-related (including Per Diem) in East Africa regional and in-country travel, Travel-related (including Per Diem), for other travel (not included above) and Grants under Task Orders. Plug figures in Attachment J.6 are based on best projections of future levels of funding anticipated to available. They are not to be construed as firm estimates. No other plug figures will be furnished.

5. Question (related to the previous one): On what basis shall the IQC detailed budget be developed? Since the evaluation cost factor identified in Section M.4 only considers the average daily rate proposed for all LOE, what

is the basis of non-labor costs for developing a detailed budget and how will those costs be considered in the business evaluation

Reply: As stated in Section M.4: "The price/business evaluation ... will consider the overall average daily rate proposed for all LOE." All bidders are required to propose the same 5-year total LOE. Additionally, Reply # 4, above provides plug figures to be used in construction of cost offers.
6. Two or more firms comment along these lines: "the SFSA IQC state that task orders will have a Time-and Materials pricing arrangement. Please confirm that all task orders that will be released under the SFSA IQC will be either CPFF or FFP contracts as stated in Section B.2".

Reply: Future requirements may lend themselves to TOCO awarding CPFF (completion or term form) or, if determined appropriate, FFP task order/contract. Each RFTOP instruction will request submission of cost proposal in a format that lends itself to analysis of bidder-proposed individual cost-estimates' (in the context of SOW requirements) in a most effective manner.

7. Two or more firms are curious about RFP requirement to submit resumes (two for each professional labor category and grade level except Junior) when IQC SOW requirements are not actually definitized. Some ask what is the nature of the requirement to submit signed statements of availability for each individual for whom a resume is submitted [Draft RFP Section L.7(2)(ii), p.73] given this is an IQC.

Reply: The requirement for the bidder to submit resumes (two for each professional labor category and grade level except Junior) and the requirement to submit signed statements of availability for each individual for whom a resume is submitted [Draft RFP Section L.7(2)(ii), p.73] is removed from this RFP Solicitation. The bidder is required to submit a comprehensive resume/CV and biodata sheet (see Attachment J.2) for the proposed IQC Manger only. The IQC holders must submit resume/CV and biodata sheets for each individual proposed to fill Key Personnel positions only - they are/will be specified in the RFTOPs.

8. Two or more firms request that the final RFP states relationship between Section M.2. (a's) , (b's) and (c)(3's i-vii) sub-criteria.

Reply: Clarification explaining relationship between technical criteria (a), (b) and (c) and explanation that there are no "sub-criteria" under technical criteria (a) and (b) was added in RFP Section M.1.

9. Two or more firms request clarification whether if they are selected for IQC award, they will each have to establish field office in East Africa (i.e., in Nairobi).

Reply: IQC Manger is expected to be located within IQC holder's U.S. corporate office. S/he is not expected to be dedicated (and, consequently, is not expected to be proposed) as allocable full-time. Commonly, this position is a corporate overhead-funded.

10. A firm comments: "It is unclear when proposing personnel (both for technical and cost evaluation) whether local CCN personnel are to be proposed or whether offerors should only provide expatriate personnel for evaluation purposes."

Reply: When the Solicitation does not specifically state preference about the manpower composition (contractor-Employee, U.S./TCN/CCN Consultant) winning firm(s) must provide, the bidder must make their own determinations they believe makes their technical and cost offer most competitive.

Footnote: Qualified CCN is strongly preferred over a TCN and qualified US-consultant is strongly preferred over a TCN.

11. Comment: "Would Gov't consider using multipliers for HC nationals?"

Reply: It is expected that the IQC holder will propose U.S. individuals. However, if the IQC holder is unable to identify U.S. individual to perform under TO or it is to the USAID advantage for IQC holder to propose a qualified TCN or CCN to fill the IQC professional labor category position, the salary rate will be negotiated by TOCO. USAID policy designates Code "000" as the preferred source vice Code 935. IQC holders are encouraged to identify qualified CCNs to perform under TOs (USAID has preference of CCN over TCN).

12. Comment: Please explain the reasoning for tracking Level of Effort, which appears in several places in the DRAFT RFP [in Section F.5 (c), p.22, Section L.8 (b), p.75, and in Attachment J.6, p. 10], since fixed price task orders and cost plus fixed fee completion task orders will not account for incurred LOE, thus removing the effectiveness of trying to establish a LOE ceiling in the IQC.

Reply: The reason for RFP IQC requiring bidders to submit cost offers based on the 5-year total LOE person work-days as seen in Attachment J.6. is for each bidder to use this "common requirement" in preparing their cost proposal (the leveling of competition field). This is important/common approach in RFP IQCs.

Also, TOCOs will be required to report only TOs dollars to the IQC CO who will track IQC \$500,000,000 maximum ceiling to preclude over-ordering.

Additionally, comments on DRAFT RFP included requests for clarifications which are not needed (clear information is already in the Draft RFP document).

Example 1: in reference to Section M.2 statement: "the relationship between criteria (a), (b), (c), is such that each significant criteria is of equal weight," a firm asked: "can it then be considered that each is allocated 33.3 points.", first: explanation of "equal weight" appears to be redundant, second: the RFP is clear that evaluation is non-numerical-points based. Another firm asked for Section M to provide point breakdown - same explanation as above.

Example 2: a firm requested clarification "whether to budget a Task Order, or the entire \$500 M budget using the labor categories matrix". Attachment J.6, NOTE 4 provides clear instruction which doesn't require additional clarification. Also, Section B. 4 clearly states the IQC's overall ceiling price is \$500,000,000. "Price" automatically includes labor and all other costs plus negotiated fix-fee (the underlined text was added for extra clarity). This is already stated in Section L.8 (b)1, second paragraph (see reference to price including LOE and all non-LOE expenditures).

Example 3: a firm's comment: "Please clarify that Section L refers to the submission of the IQC proposal only and that separate submission criteria will be provided, as appropriate, for the Task Orders"

The full answer is in RFP, Section L.5, second paragraph:

Only bidders who receive the IQC award are eligible to submit technical and cost separate proposals in response to the Malawi and East Africa regional RFTOPs (Request for Task Order Proposal).

Also, these RFTOPs include respective evaluation/selection criteria.

Example 4: a firm's comment: "Recommend that USAID clarify that the "fixed fee" is for the Cost Plus 'Fixed Fee' and that the fee that is applied to FFP Task Orders would be calculated on an individual Task Order basis ..." Firstly, there is no fee paid under the IQC award. IQC award's minimum order guarantee is to reward the successful bidder who has not been able to receive even one TO during the IQC ordering period. Per Section B.3, the minimum order amount may be applied to the IQC holder's first TO or it may be deobligated. TOCO will determine most appropriate type of task order/contract: CPFF (completion or term form) or FFP - with the fee amount as part the negotiations.

The above are examples of requested information that are not likely to be responded to (due to lack of manpower). Bidders are expected to make diligent effort in understanding/using RFP contents and the FAR. Prospective bidders are encouraged to find answers in the RFP document before submitting questions during the RFP question period.

Below provides further information or explanation in response to SOW-related questions:

Broad goals of SFSA IQC

This SFSA IQC is a mechanism for mobilizing quickly to address issues that cut across emergency response and development assistance, with an emphasis on regional issues related to food security and economic development. It will be managed by the office of Regional Economic Growth and Integration (REGI) in close consultation with the regional office of Food for Peace. Individual Task Orders may be managed by any USAID Mission within the COMESA region plus Tanzania. We do not yet know the various sources of funds that will be made available to support Task Orders under this IQC. There is no strict definition for "development-oriented humanitarian response", but the intention is clear, and there is a lot of good practice out there upon which offerors can draw. We expect to use the IQC for smaller, short-term activities as well as for major multi-year projects that contribute to the overall goals.

We cannot fully predict at this point what activities may be included in future Task Orders. We expect to focus on "transformative" interventions that will build linkages from emergency response to sustainable development. The focus is on the sustainable transformation of smallholder agriculture through improved productivity and increased access to markets. This is not to minimize the importance of structural issues such as land tenure, the various components of food security and adequate nutrition, or to discourage innovations in conservation agriculture or in any other area.

Effective targeting will be critically important. The goal is to work with smallholders who have the capacity and the incentives to increase

productivity and increase participation in national and regional markets, to transform subsistence-oriented production into a dynamic, income-generating sector, to achieve the objectives of CAADP. We are looking for innovative approaches from prospective partners.

Gender and other Crosscutting Issues

We have not included a gender specialist in the labor categories matrix. We expect that the activities supported under this IQC will mainstream gender issues and respond to the specific needs of women and other vulnerable groups as well as facilitate and actively encourage the participation of women, PLWHA, and others at all levels of implementation. All reporting data should be disaggregated by gender.

Environmental compliance

Each Task Order will need to be in compliance with the IEE of the lead USAID Mission responsible for that activity. Sound environmental management and compliance is important to the success of USAID investments under this program. Supporting a more systemic integration environmental management will improve both competitiveness and environmental sustainability in agriculture production, processing, and marketing. Selection of crops appropriate for the local terrain and incorporation of improved management of soil, water, and agricultural methods and inputs are highly encouraged. The extent to which proposed activities are compliant with Regulation 216 are not only encouraged but required.

Reporting

Each Task Order will be responsible for reporting, and the contractors will develop a M&E plan and a PMP in collaboration with the responsible USAID Mission. The IQC as a whole does not have separate reporting requirements.

Links with COMESA and ACTESA

COMESA recently launched the Alliance for Commodity Trade in Eastern and Southern Africa (ACTESA). ACTESA has been designed to significantly improve market access for smallholder producers of staple foods, thereby increasing their incomes and increasing the quantities supplied to the market, both of which address the food security objectives of Pillar III. At the same time, it will strengthen institutions and increase the availability of market services, thereby also responding to the improved infrastructure and trade facilitation objectives of Pillar II. The ACTESA design document can be downloaded from:

http://programmes.comesa.int/attachments/130_ACTESA%20Design%20Plan.pdf:

ACTESA has targeted the following staple crops -- maize, sorghum, rice, beans and pulses, cassava, and bananas. Under this IQC additional staple crops and livestock enterprises may be included in specific activities.

USAID/East Africa works in close collaboration with COMESA and other African regional organizations. Task Orders developed by bilateral USAID Missions will specify their own priority partners.

Global Food Security Response

A workshop was held in Nairobi in November, 2008 to discuss the way forward with the Global Food Security response. The summary report is available on the web: <http://www.eagc.org/reports.asp>.

IQC PROFESSIONAL LABOR CATEGORIES (LOE, Daily Rate Ceilings, Extended											
	Item Description	5-YR LOE days (x 260/y)	Year 1		Year 2		Year 3		Year 4		E
			Empl.	Cons.	Empl.	Cons.	Empl.	Cons.	Empl.	Cons.	
	Labor Category	1	2	3	4	5	6	7	8	9	
1	Chief of Party - Sr.- Lvl	8,320									
2	Deputy COP - Sr.- Lvl	4,680									
3	Grants Manager - Mid- Lvl	5,460									
4	Financial/Accounting Mgrs Sr.- Lvl	4,680									
	Mid- Lvl	2,080									
5	Monitoring & Eval. Spec. - Sr.- Lvl	2,600									
	Mid- Lvl	2,080									
6	Inf./Knowledge Mgmt Spec. - Sr.-Lvl	2,080									
	Mid- Lvl	1,560									
7	Agric. Market Develop. Spec. Sr.- Lvl	5,200									
	Mid- Lvl	2,340									
8	Trade Specialist - Sr- Lvl	2,600									
	Mid-Lvl	1,560									
9	Agribusiness Dev. Spec. - Sr.- Lvl	4,680									
	Mid- Lvl	3,900									
10	Producer Org. Dev. Spec. - Sr.- Lvl	2,080									
	Mid- Lvl	1,560									
11	Agronomist - Sr.- Lvl	2,340									
	Mid- Lvl	1,560									
12	Animal Prod. & Mkt Spec. - Sr.- Lvl	2,080									
	Mid- Lvl	780									
13	Irrig./Water Res.Mgmt Sp. - Sr.- Lvl	1,560									
	Mid- Lvl	1,040									

14	Post-Harvest Spec. - Lvl	Sr.-	3,120								
		Mid-	3,120								
15	Nutrition Spec. - Lvl	Sr.-	2,080								
		Mid -	2,340								
16	Agricul. Econ./Policy Spec. - Lvl	Sr.-	4,680								
		Mid-	3,120								
17	Rural Finance Spec. - Lvl	Sr.-	2,600								
			1,560								
18	Humanit. Assist. Response Sp.										
		Sr.-Lvl	4,680								
		Mid-	1,560								
19	Humanit. Assist. Logistics Sp.										
		Sr.-	3,120								
		Mid-	1,040								
20	Inst./Org. Dev. Spec. - Lvl	Sr.-	780								
		Mid-	1,040								
21	Trng&Human Res. Dev. Sp.										
		Sr.-	2,080								
		Mid-	3,120								
22	GIS Analysis Spec. - Lvl	Sr.-	1,560								
		Mid-	1,040								
23	Comm.&Outreach Spec. - Lvl	Sr-	2,080								
		Mid-	1,560								
	5-YR COMBINED LOE - Ceiling		113,100	X	X	X	X	X	X	X	X
	5-YR AVER. DAILY RATE CEIL.			X	X	X	X	X	X	X	X
	5-YR TOT. EMPL. & CONSULT.			X	X	X	X	X	X	X	X

LEGEND:

COLUMN 1: 5-yr LOE Ceiling for the specific Position Title and Level (Sr/Mid/Jr). Bidders to disribute LOE by YR & by En
 COLUMN 2, 4, 6, 8 & 10: Bidders to state **Employee's** UNBURDENED Daily Rate Ceiling proposed
 COLUMN 3, 5, 7, 9 & 11: Bidders to state **Consultant's** BURDENED Daily Rate Ceiling proposed
 COLUMN 12: Bidders to calculate & state the **Employee's** 5-YR Average UNBURDENED Daily Rate.
 COLUMN 13: Bidders to calculate & state the **Consultant's** 5-YR Average BURDENED Daily Rate.

COLUMN 14: Covering 5-year period, Bidder to calculate Extended Amount* by multiplying applicable **Employee** LOE by E

COLUMN 15: Covering 5-year period, Bidder to calculate Extended Amount* by multiplying applicable **Consult.** LOE by Co

* NOTE: Support for computations of the Employee and Consultant Total Extended Amounts (Columns 14 & 15) must be incl

[END SOLICITATION 623-EA-09-006]